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749458
Sup. Ct.

Vol. I

TRANSCRIPT OF RECORD

(Pages 1 to 394)

Supreme Court of the United States

OCTOBER TERM, 1945 6

No. 309 25

UNEMPLOYMENT COMPENSATION COMMISSION OF THE TERRITORY OF ALASKA, NOBLE DICK, R. E. HARDCASTLE, ET AL., ETC., PETITIONERS,

vs.

FRANK L. ARAGON AND OTHER APPLICANTS, MEMBERS OF ALASKA CANNERY WORKERS UNION LOCAL No. 5, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT

PETITION FOR CERTIORARI FILED AUGUST 10, 1945.

CERTIORARI GRANTED OCTOBER 8, 1945.

Office - Supreme Court, U. S.
FILED
AUG 10 1945
CHARLES ELMORE CROPLEY
CLERK

TRANSCRIPT OF RECORD
IN THREE VOLUMES

IN THE

Supreme Court of the United States

October Term, 1945

No. 309

UNEMPLOYMENT COMPENSATION COMMISSION OF THE TERRITORY OF ALASKA, NOBLE DICK, R. E. HARDCASTLE and R. S. BRAGAW, as Members of and Constituting said Commission, and ALASKA PACKERS ASSOCIATION, a corporation, ALASKA SALMON COMPANY, a corporation, and RED SALMON CANNING COMPANY, a corporation,

Petitioners,

vs.

FRANK L. ARAGON and Other Applicants, Members of Alaska Cannery Workers Union Local No. 5, and ALASKA CANNERY WORKERS UNION LOCAL No. 5 on Behalf of Applicants,

Respondents.

VOLUME I

Pages 1 to 394

UPON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT

Rotary Colorprint, 661 Howard Street, San Francisco

No. 10425

United States
Circuit Court of Appeals
For the Ninth Circuit.

FRANK L. ARAGON and Other Applicants, Members of Alaska Cannery Workers Union Local No. 5, and ALASKA CANNERY WORKERS UNION LOCAL No. 5 on Behalf of Applicants,

Appellants,

vs.

UNEMPLOYMENT COMPENSATION COMMISSION OF THE TERRITORY OF ALASKA, NOBLE DICK, R. E. HARDCASTLE and R. S. BRAGAW, as Members of and Constituting Said Commission, and ALASKA PACKERS ASSOCIATION, a Corporation, ALASK SALMON COMPANY, a Corporation, and RED SALMON CANNING COMPANY, a Corporation,

Appellees.

Transcript of Record
In Two Volumes
VOLUME I
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Upon Appeal from the District Court of the United States
For the Territory of Alaska
First Division

Rotary Colorprint, 590 Folsom St., San Francisco

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Attorney for Defendants.

H. L. FAULKNER,

Juneau, Alaska,
Attorney for Respondents.

Territory of Alaska
Alaska Unemployment Compensation Commission
Hearing Before Referee

June 17-19, 1940
10:00 A.M.

FRANK L. ARAGON, et al., Members of Alaska Cannery Workers Union, Local 5, San Francisco, California, S.S.A. No. 571-09-8139
Claimants

ALASKA SALMON INDUSTRY INC., San Francisco, California
Last Employer

601 News Building
San Francisco, California

Referee: HENRY RODEN

Appearances:

MARSHALL P. MADISON,

Counsel for Alaska Packers and Red Salmon Companies
Pillsbury, Madison & Sutro,
225 Bush Street, San Francisco.

WILLIAM OLIVER,

Counsel for Alaska Salmon Company,
Earl & Hall & Gerdes,
215 Market Street, San Francisco.

HERBERT RESNER,

Counsel for Alaska Cannery Workers Union,
Local No. 5, C.I.O.,
544 Market Street, San Francisco. [1*]

TRANSCRIPT OF EVIDENCE

CLAIMANTS' EXHIBIT No. 1

(Copy)

ANDERSON & RESNER
Attorneys at Law
544 Market Street
San Francisco

May 11, 1940

Alaska Unemployment Compensation Commission
Juneau, Alaska

re: Frank L. Aragon
Social Security No. 571-09-8139

Gentlemen:

We are counsel for the Alaska Cannery Workers Union, Mr. Aragon being a member of said Union.

Our client has filed a claim for unemployment benefits through the California Department, under the interstate agreement and yesterday we received a letter from your department in which you advise that our client is disqualified for a period of eight weeks, the reason for such disqualification being an alleged labor dispute.

At the present time no member of the Alaska Cannery Workers Union, including our individual client, is engaged in a labor dispute. The San

*Page numbering appearing at foot of page of original certified Trancript of Record.

Claimants' Exhibit No. 1—(Continued)

Francisco packers do not intend to go to Alaska this year and hence the inability of our individual client to work in Alaska is due to no fault of his and in particular it is no fault of the Union, but is the fault, if fault it may be called, of the Alaska Packers who have their offices in San Francisco.

We might state that there, of course, can be no labor dispute when actual employment does not exist, and as you know this is mere seasonal employment.

We would request not only on behalf of our above named individual client, but on behalf of all the members of the Alaska Cannery Workers Union that a hearing on this question be scheduled in San Francisco, the local State office to act as a referee in the matter to determine the question whether a labor dispute actually exists, unless you are constrained to accept this explanation of the inability of members of this Union to work in Alaska this season.

Yours very truly.

GEORGE R. ANDERSON

(Stamped)

GRA:eb

cc: Alaska Cannery Workers Union
Department of Employment,
State of California. [5]

Claimants' Exhibit No. 1—(Continued)

(Copy)

May 14, 1940

Alaska Unemployment Compensation Commission
Juneau, Alaska.

Re: Members named on attached list.

Gentlemen:

You have written to our above named members advising that they are not eligible for unemployment payments by virtue of the fact that you claim their present unemployment is due to a labor dispute.

Please be advised that our members' present unemployment is not due to a labor dispute and that we request a hearing be held in San Francisco at your earliest convenience in order to determine said question.

We incorporate herein our letter to you dated May 11th, 1940, in which reference is made to the case of Frank L. Aragon, Social Security No. 571-09-8139.

Yours very truly,
SAM YOUNG,
Secretary
ALASKA CANNERY WORKERS UNION #5

SY:D
Encl
nopwa-34

Claimants' Exhibit No. 1—(Continued)

Claimants' Exhibit No. 1

(1)

Name	Social Security No.
Sing Tom	567-16-7833
Quong Chin	567-16-7814
Sam You	567-16-7816
Alfonso L Plasabas	555-03-5094
Philip R. Olita	571-09-6714
Mamerto Diangzon	571-09-6644
Vincente Osorio	567-16-7645
Sotero Cadano	566-14-4924
Albert Rangel	566-10-3883
Cornelio Bayubay	558-10-4752
Frederick Balmania	566-16-8364
Clarence Davis	566-03-1697

[6]

(2)

Elioterio Amable	566-14-2954
Juan Jokoya	566-09-5148
Nuncio Ayalas	577-26-0608
Manuel Jackson	556-03-0779
Ramon Burciaga	566-05-6294
Julian Guerrero	566-10-0539
Luis Castro	566-12-7376
Alejandro Nunez	556-16-7125
Candido Santander	566-10-9326
Anacleto Ingreso	566-16-0247
Alfonso Cesena	566-14-3576
Frank Gironella	567-16-7704
Albert A. Eslera	571-09-6691
Takeo Ishimori	566-14-8572
Albert Valencia	566-02-6914

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Minoru Hatta	567-07-1984
Sixto Escalona	567-16-7830
Emilio Westphal	571-09-8105
Chow Wong	546-01-3044
Frank Fukuda	570-10-9834
Harry K. Kralian	571-09-8106
Filimon Vargas	566-10-3122
Esteban Cortez	566-12-2524
Philip Cano	561-03-5314
Antony Palacio	566-03-8724
Agapito Exchavaria	566-03-9498
3	
Chan D Tsue	561-05-8489
Miguel Vengua	556-01-7005
Gregorio Avelino	566-12-0447
Angel Vasquez	566-05-4436
Bernardo Gonzales	566-12-0084
Akira Kobata	556-16-2225
Chan Foon	546-16-3416
Woo Yim	566-16-9334 [7]
Rahmat A. Sadique	566-14-8621
Pedro T. Villas	571-09-6799
Lucio Macias	566-01-1818
Javier Andrade	566-09-5708
Hay Hoo Soo	567-16-7836
Suey Song	566-10-3629
4	
John Harris	563-12-5381
Samuel Levine	561-07-0046
Jesus M. Burciaga	566-12-9291

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Loreto Ramirez	700-10-9426
Conrado Amador	571-09-6704
John Gallegos	566-18-8245
Jose De Avila	566-03-3901
Gilberto Galaviz	566-14-4751
Memesio Rojo	546-16-2945
Salvador Garcia	566-05-1452
Margarito Gonzales	571-07-8102
Sherman Shelton	566-01-6388
Victoriano Landicho	566-12-0088
Turo P. Famero	569-18-2513
Richardo Estrada	566-10-9605
Henry LaDezma	560-01-9976
5	
Tiburcio Y Vios	566-16-1781
Antonio Mateo	552-14-4960
Zee Yum	566-16-6916
James J. Torres	566-14-8267
Francisco Flores	566-14-4519
Wong G. Fong	566-07-1988
August Santiago	566-14-1605
Juan E. Perez	566-05-1960
John J. Puga	566-07-6501
Sianing Cabotaje	566-16-2280
Manuel Garcia	566-07-0200
Louis Zuazaga	566-07-0393
Milton Olguin	566-01-4382 [8]
Frank Segovia	566-07-4020
Pete O. Pedroza	566-16-6290
Cipriano Conahap	546-18-3020

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Andy L. Usita	566-14-5511
Bernardino Olmos	566-14-2386
Tony Perez	566-01-5644
Alex Montelongo	566-01-0621
Stephen Jesse Medina	561-05-3322
Herminio Mora	566-03-2303
Pascual Garcia	566-09-1973
Theodora Martinez	566-01-0901
Percy T. Duque	566-10-6344
Emilio Montoya	566-12-9101
Jose Maganda	566-01-5620
Albert Bot SooHoo	571-05-3511
Vincente Abringe	566-10-5295
6	
Yen Shoo	571-01-6641
Silverio Beza	571-09-6443
Look Low	547-26-3826
Estanislao Banaag	561-05-3285
Urbano Favela	566-12-3338
Maurice Whaley	567-16-7798
7	
Joe Corry	572-03-0323
Vincent A. Rendon	566-03-1644
Joe Moy	566-16-9287
Ernest Garcia Valverde	566-09-9342
Manuel Joseph Valdez	566-12-5223
Julian Egeasenza	566-03-2466
Virginia H. Nixon	561-05-7135
Ah Gom	566-16-9313
Robert Castillo	700-10-7381

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
John Fancolli	556-16-3214
Constantino Herran	566-14-2950
Francisco de Pano	567-16-7811
Jose G. Silva	561-05-2614 [9]
Antonio Rivera	547-26-3085
Severo Cablayan	571-07-8143
Tin Chin	572-18-7403
On Goy Wong	554-07-1407
Richard Pebeco	571-09-8135

8

Frederick Cordova	566-14-6010
Manuel Faria	566-03-8721
Alfonso Cesena	566-14-3576
Jesus Mendoza	570-10-3330
Young Lee	552-03-4888
Lung Wong	566-16-9302
Horace Wah Lee	565-01-6987
Harry Chin	566-16-9331
Ng Gun	566-16-9289
Chew Chong	566-16-7267
Daniel Cosio Castro	566-07-5673
Benjamin Torres	566-12-8164
Raymundo Galeana	571-09-8144
Antonio M. Moreno	566-14-5060
Chew Foon	571-09-6646
Ling Hee	571-05-4370
Leon Rotao	566-07-5251
Manuel Santo Lobo	566-14-4111
Jesus Avila	561-05-7963
Luis Perez	566-07-1587

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Alfredo Varela	566-16-1740
Thomas T. Mendoza	566-12-5135
Ezequiel Fuentes	566-12-9296
Juan Jokoya	566-09-5148
Jesus Bran	566-16-4616
9	
Toshizo Asari	547-03-2338
Yojiro Amemiya	566-12-2518
James R. Livelo	571-07-6788
Conrado Jalocon	566-14-2989
Estaban Omandan	711-05-0059
John Dudico Lachica	571-09-6716
SooHoo B. Jow	567-16-7793 [10]
Genaro C. Mabares	*571-09-6801*
Pastor de Padua	*571-09-6801*
Domingo Yota	561-05-2628
Armando Augustino	567-16-7809
Fong Chow	566-16-9311
Joe Wing	566-16-7208
Daniel Quipotla	567-16-7707
Guillermo A. Andrade	566-14-1449
Enrique Romo	550-10-8806
Emilio Caasi	567-16-7825
Cirilo Zarno	571-09-7158
10	
Chi Saw	566-16-7832
Arthur Bravo	566-03-1655
Victor Carinos Gomez	566-05-4376
Alfredo Ruiz	566-09-9057
Amador Troche	566-14-3097

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Ygnacio Mendoza	566-14-9916
Loreto Osuna	566-12-5157
Marcelino Caliao Sirna	566-16-2776
Anton J. Wilbertz	566-03-3254
Wilhelm A. Jensen	547-07-3907
Manuel Simon	566-16-0756
Antonio Pomares	566-16-1785
Vincente Rojo	566-12-3345
John Beles Fraticelli	560-03-5716
Quong San	572-78-7401
Daniel Garcia	571-09-6703
Felipe Arrieta	566-14-7412
Epifanio Ortiz	566-05-0423
Silvino Rodriguez	573-16-8745
Vincente Gomez	566-14-0082
Louis Joseph Murray	566-16-6292
Julio Bastida	566-14-5663
Ton Toy	566-07-6751
Frank Lester Stout	530-03-1293
Lauribo V. H. Florup	558-01-1002 [11]
Jose Huguet	552-14-6393
Mee Lai	571-09-6712
Chong Foon Au	552-14-8171
Gem Jew Wing	566-16-7261
Henry Borrero	566-14-1602
Macedonio Gonzales	566-05-2442
Miguel Sanhuesa	566-14-2992
Abdon Tomate	566-16-2282
John Gordon Livingston	565-10-8721
Sianing Cabotaje	566-16-2280

Claimants' Exhibit No. 1—(Continued)

Name	Social Security No.
Maximo Lucerna	566-05-9556
J. D. Ferniz	567-07-1512
Mariano J. Fernan	566-10-3866
Wm. L. Noland	565-01-8737
Manuel Defuentez	566-07-5674
Edward Lecaros	566-18-0100
Frank Alvis	566-14-0175
Chester Wells	566-01-0325
Gilbert Vargas	566-14-0084
Hugh Lee Gadson	566-05-4474
Arthur Byron Smith	566-07-0395
Juan Arriola	566-12-6244

12

UNEMPLOYMENT COMPENSATION FOR ALASKA

Wilburn Burton	566-01-2044
Gilbert Vargas	566-14-0084
Juan Peralta	546-16-2252
Ignacio Castaneda	566-14-6930
Antonio Gomea	566-12-5120
Ignacio Gallego	566-14-1606
Takuro Omi	554-18-2015
Arthur Chan	566-16-9966
Antonio Fuentes Gomea	566-05-2881
George Agrisula	561-03-4430
Marin Lopez	566-14-4939
Frederick Balmania	566-16-2364
Jim Lee	566-16-6912

Jose DeAvile Book #312 [12]

CLAIMANTS EXHIBIT No. 2

Alaska Salmon Co.
525 Market Street,
San Francisco, California.

April thirtieth, 1940.

Alaska Cannery Workers Union
Local No. 5, C. I. O.
32 Clay Street,
San Francisco, California.

Attention Mr. Rendon:

As your organization has been advised by the Alaska Salmon Industry, Inc., this company cannot make any expedition to Alaska out of San Francisco this season and accordingly will not have employment, or be able to ship any men on our steamers to our various canneries this year.

Despite this decision on our part, we are desirous of having a clean record with your organization and refer you to our correspondence over the claims ex this company during the 1938 season, your letter of November 8, 1938, and subsequent correspondence. Despite the fact that we are advised by our attorney that your claim was not filed in accordance with the provisions of the 1938 contract, which stipulates that all claims must be filed within ten days after the return of the expedition, we believe it to be to the best interests of your organization and ours that the claim be adjusted. Accordingly, upon recept of advice from you that you will write the company a letter stating that all claims of whatever nature have been satisfactorily

settled upon our payment of 50% of this claim, of $25.20, we will hand you our check in the above amount.

We trust that it will be agreeable to you to accept this offer on our part and distribute the funds to the forty-two men involved in this claim. We await your advice in connection with this.

For your information, we enclose herewith copy of your letter of November 8, 1938.

Very truly yours,
ALASKA SALMON CO.
H. A. FLEAGER (Signed)

Enc.
HAF:EJ [13]

CLAIMANTS EXHIBIT NO. 2a

WOOD RIVER PERSONELL OF 1939 SEASON

1. Albert Sanchez
2. Albert Enger
3. Angel Rodriguez
4. Andrew Pena
5. Bernardino Olmos
6. Borge Therkelsen
7. Bill Murrish
8. Ceferino Miranda
9. Claudio Vallva
10. Clarence Wilson
11. Chris Avendane
12. Charles Nosaka
13. Charles Lucero

Wood River Personnel—(Continued)

14. Charles Rothweiler
15. Doningo Fahardo
16. Doningo Gonsalez
17. Frank Andrews
18. Francisco Echeverria
19. Francisco Gomez
20. Francisco Villa
21. Florencio Correa
22. Gregorio Rodriguez
23. Gaudin Bulangis
24. Henry Gutman
25. James Torres
26. Joseph Conway
27. Junius George Saore
28. Joe Ferniz
29. Jose Almaeda
30. Jimmy Kubo
31. Luther Smith
32. Manuel Rodriguez
33. Manuel Loscano
34. Mike Martin
35. Margarito Gonsalez
36. Malcolm Ryder
37. Natividad Medina
38. Roumaldo Spanol
39. Ramon Losada
40. Santiago Kaling
41. Sidney Wilson
42. Theodoro Martinez
43. Ushigico Uyeda
44. Vecinte Rodriguez

Wood River Personnel—(Continued)

45. Vincecio Milicich
46. Wilbur Wellman

Alaska Salmon Personnel—(Continued)

206. William Rooney
207. Frank Perez
208. Ricardo Canacho
209. Hassan Sugar
210. William Erickson
211. John Lozano
212. Marion Washington
213. E. Custodio
214. J. Abigano
215. Frank Nieve
216. J. Perla
217. W. S. Wilund
218. F. Lucas
219. N. Reyes
220. J. Delgadillo
221. P. Guzman
222. A. Orta
223. G. Solbakken
224. G. Santiago
225. D. Katanghal [14]
226. Bob Santos
227. E. Ramirez
228. V. Marston
229. L. Ferris
230. J. Varela
231. F. Jurado
232. T. Nichols
233. L. Marston

Alaska Salmon Personnel—(Continued)

234. E. Gonzales
235. L. Lapian
236. R. Campus
237. A. Brisbane
238. P. Elustre
239. Stephen Glumaz
240. Harry Canty
241. Archie McLaxtey
242. Charles Carroll
243. John Williams
244. Paul Johnson
245. Richard Throll
246. Bernardino Leyo
247. Thomas Miller
248. Richard Perinoni
249. P. Rivera
250. Carlos Santiago

105. Salvatore Garcia
106. Ow Chun
107. Joe Rendon
108. Francisco Barreras
109. Antonio Licalsi
110. Aurelio Ped
111. Manuel Rodriguez
112. Nemesia Rojo
113. Geronimo Ibarra
114. Milton Hachey
115. Macino Salas
116. Jack Lopez
117. James Alexander

Alaska Salmon Personnel—(Continued)

118. Carlos Ruiz
119. Calixto Basallo
120. Pat Adams
121. Thomas McGuire
122. Albert Nerva
123. Edward Morales
124. E. M. Cadasas
125. Virgilio Ruiz
126. John Pacheco
127. Chan Lun
128. Dewey Loftus
129. Anthony Lundin
130. Bedasto Kaminade
131. Manuel Molix
132. John Harris
133. Cecilio Figueroa
134. Edward Matos
135. Rafael Juncas
136. Charles G. Fondeca
137. Nufo Caravantes
138. Fernando Feliciano
139. V. Bello
140. M. Patino
141. Ernest Lam
142. Daniel R. Pillar
143. Tibercio Vios
144. Charles Bush
145. Joseph Publete
146. Teofilo Salom
147. Ezekial Ort[illegible]
148. Marcello Berzosa

Alaska Salmon Personnel—(Continued)

149. Andres Gonsalex
150. Louis W. Warner
151. Wilburn Burton
152. See Hock Chin
153. Felix Torres
154. Cirilo Gamboa
155. Andrian Santos
156. Richard Birch
157. Albert Molinar
158. William Weller
159. Raymond Angkahan
160. Knut Emanuelson
161. W. L. Fruit
162. A. Ve Lane
163. Addison S. Keeler
164. Henry Barrie
165. Lasina King
166. D. Paraohao
167. L. Acedira
168. E. Doria
169. Pete Morales
170. Toy Ping
171. Alfonso Orozo
172. Jesus L. Gonzales
173. George Sato
174. Yoshio Azuma
175. Thomas Ruesch
176. Ching Chong
177. Pete Garcia
178. A. Armenta
179. Mauro Garcia

Alaska Salmon Personnel—(Continued)

180. Charles Taime
181. Aurelio Madrid
182. George Canete
183. Felix Adonis
184. William Best
185. Felix Abargan
186. John Papov
187. Alfredo Ruiz
188. H. Medina
189. Fernando Palencia
190. Max Whittaker
191. Firmen Bilbao
192. John Melnikoff
193. Mario Fontanella
194. Hermenigeldo Lompot
195. Victor Fidalgo
196. Armando Resurrection
197. Eugenio Sarmiento
198. J. Collondres
199. Ignacio Castaneda
200. Philip Dagdagan
201. K. Oliva
202. Antonio Rivera [15]
203. Gabino Sato
204. George Steward
205. Morris Fishman

ALASKA SALMON COMPANY PERSONNEL OF 1939 SEASON

1. Vincente Rendon
2. Harry Hirose
3. Albert Soo Hoo

Alaska Salmon Personnel—(Continued)

4. Carlos Ross
5. Ramon Becerra
6. Liberio Morejon
7. Camilo Coslero
8. Pedro Prats
9. Alex Santana
10. Lociis Luazagna
11. John Molicillo
12. Memesio Garay
13. Juan de Jesus
14. Julian Vargas
15. John Gotty
16. Hilarion Ramos
17. John Marin
18. Regino Llamas
19. Frank Gongales
20. Jesus Burciaga
21. Henry Pedro
22. Francisco Calvo
23. Julian Orleans
24. Manuel Vargas
25. Samuel Rodriguez
26. Raymond Ojeda
27. William Larson
28. Robert Alverque
29. Clyde Meadows
30. Joe Cross
31. Turner Henderson
32. John Vallejos
33. Mike Ibanez
34. Stephen Medina

Alaska Salmon Personnel—(Continued)

35. John Boknight
36. Edward Vences
37. Juan Santisteban
38. Karl Orth
39. E. Yanca
40. Manuel Maymuni
41. Frank Kehr
42. Joe Escoto
43. Don Stotle
44. Alvin Faurot
45. Jaime De Jesus
46. Alex Rodriguez
47. Nariano Ferman
48. Hedley Jones
49. Pete Real
50. William Glassman
51. Trini Zepeda
52. Emilio Romos
53. Chalres Hurst
54. Frank Aranguera
55. Jose Barajas
56. Jesus Perez
57. Victor Antonio
58. Candido Santander
59. Shigeto Yamamoto
60. M. B. Rendon
61. Ambrocio Guillermo
62. Frank Guillen
63. William Rivera
64. Domingo Ponce
65. Joe Mendez

Alaska Salmon Personnel—(Continued)

66. Joe Gonzales
67. Edward Romero
68. Mack Rabunal
69. Robert Samayoa
70. Walter Molina
71. Federico Rivera
72. Bernardo Spaulding
73. John Santiago
74. John Dommguez
75. Richard Camplis
76. Frank Ascencio
77. Frank Torres
78. Temistocles Alcaide
79. Vidal Rivera
80. Simean Noal
81. Henry Ramos
82. Edward McNelis
83. Peter Sanchez
84. John Rosa
85. Andrew Ramirez
86. Joseph Tapia
87. Julia Rivera
88. Howard Lyon
89. Max Tominez
90. Jose Galeano
91. John Figeroa
92. Glasten Fosten
93. Edward Ford
94. Frank Luna
95. Jose Arellano
96. Stan Dahlberg

Alaska Salmon Personnel—(Continued)

97. Jessie Gonzales
98. Paul Gonzales
99. Vicent Face
100. Pedro Vasquez
101. Anacleto Ingresso
102. John Morana
103. Hong Wong
104. Merced Ayon [16]

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* * * 10:00 A.M., June 17, 1940, the hearing was convened by Referee Henry Roden * * *

Referee Henry Roden: Well, Gentlemen, it is now 10 o'clock.

First of all I would like to know who is represented at this hearing by counsel?

(Remarks were made off the record.)

Mr. Madison: I would like to move we have a continuance until one o'clock.

Referee Henry Roden: Then, Gentlemen, I guess we had better adjourn until one o'clock.

The Attorney for the Alaska Cannery Workers Union apparently can not be here much before that time; so, we will meet here at one o'clock sharp. There will be no further continuance at that time, though.

(At 10:30 A.M. the hearing was adjourned to reconvene at 1:00 P.M. in the afternoon.)

* * * * * *

* * At 1:00 p.m., June 17, 1940, the hearing was reconvened by Referee Henry Roden * * *

Referee Henry Rodin: Gentlemen, the hearing will now come to order.

Now, the record will show that the Alaska Cannery Workers Union is represented by Messrs. Andersen and Resner. I will call again, now, to ascertain if any other union is represented here.

Alaska Fishermen's Union?

Mr. Resner: I thought the only thing in issue here were the claims of the Alaska Cannery Workers Union?

Referee Henry Roden: That is what I understand, but I was informed by the office that the Bay Area District Counsel No. 2?

Mr. Resner: Yes—are interested in these proceedings. And so are the Alaska Fishermens Union as to any information.

Referee Henry Roden: But there is nobody particularly representing them now?

Mr. Resner: Let us pass that for the time being. The Secretary of the District Counsel will be here shortly and we will determine whether or not they want to formally appear [17]

Referee Roden: Then at the present time the proceeding is on behalf of the Alaska Cannery Workers Union.

Mr. Madison: Do I understand Counsel to say the only matter before us at this time is the appeal on behalf of the Alaska Cannery Workers Union?

Referee Roden: That is the way I understand it.

Mr. Resner: In the first place, before we get into that, I want the record to show at this morning's hearing I was detained in the Criminal Courts

down town and the Secretary of the Union so notified the Commission and asked for a few minutes for me to get here, and I understand this continuance or delay or adjournment was then made on the motion of the operators.

I want to say that criminal matters had precedence and I had to appear there; and, therefore, that explains my lateness this morning.

Now, with regard to these claims, as I understand your law the members of Local No. 5 of the Alaska Cannery Workers Union filed claims for unemployment benefits, and these claims were rejected and each man was given a notice to the effect it was rejected because there was a labor dispute.

Now, your law requires that an initial determination shall be made there was a labor dispute. Now, we don't have any information or knowledge as to how that original determination was made and on what basis it was made; and that is one thing we would like to get an answer to if possible at this time?

Referee Roden: I don't know, myself, how it was made. I am not a member of the Commission and I have no knowledge or information as to what the Commission has done except that the claims were rejected on account of the existence of a labor dispute.

Mr. Resner: That is just the point. Of course, we contend there isn't any labor dispute within the meaning of the Act, and we are at a loss to understand as to how that could have occurred. Apparently the provisions of the Act weren't followed in this regard.

Referee Roden: What we are interested in at the present time, Mr. Resner, is to take some evidence establishing the fact no labor dispute existed so far as you are concerned.

Mr. Resner: That seems to put the burden upon us to establish the fact there isn't a labor dispute.

[18]

Referee Roden: Do you want to put in any evidence? Proceed then.

Mr. Resner: I think before we should proceed we should have some knowledge as to here we stand. Section B of your Act requires for an initial determination and, apparently, those provisions of the Act have not been followed.

Referee Roden: In what respect?

Mr. Resner: In this way—that no initial determination—apparently, an initial determination has been made by the Commission that a labor dispute exists without hearing a word at all from this union on the subject.

Referee Roden: All right. The decision has been made by the Commission, has it not?

Mr. Resner: Yes. We want to know on what basis that decision was made?

Referee Roden: That is immaterial now. They tell you on what basis their decision was made. It was on the basis of a labor dispute.

Mr. Resner: We want to know how they arrived at their conclusion.

Referee Roden: We are now here to take evidence covering that every issue.

Mr. Resner: Well, our objection is noted. In any event, we contend the provisions of this Act

were not followed according to the procedure provided by this Act in determining whether or not this was a labor dispute.

Before we proceed there are some things I want to get clear further, and that is whether we are required to put in the names of all the Claimants or whether those Claimants who have already filed their claims will be considered as having whatever there is decided here apply to them?

Referee Roden: I understand that is the case.

Mr. Resner: In other words, it won't be necessary for us to come forward and give the names of the Claimants. They are already on file with the Commission.

Referee Roden: Yes.

Mr. Resner: Well, I want to make a brief statement first as to what our position is. [19]

In the first place, we are contending this is not a labor dispute but simply a refusal on the part of the Alaska Packers to negotiate an agreement with the Union for the present season in Alaska affecting the Alaska Cannery Workers, Local No. 5, of San Francisco, and that is not a labor dispute; and, therefore, these men are just out of work because of the refusal to enter into this agreement and are entitled to their benefits.

We want to contend, secondly, if under any circumstances this can be considered a labor dispute it is not such labor dispute within the meaning of the Act for these reasons: This is a seasonal industry and the contracts heretofore have been signed for one year—have been negotiated and signed

anew for each season. The contract of last year had expired and a new contract was to be signed for or negotiated for the coming season. There was no contract arrived at. And we contend the failure or the inability to arrive at a contract does not constitute a labor dispute.

Third, going to the Act, itself, referring to Section 5(d), we contend this is not a labor dispute which is in active progress at the factory establishment or other premises at which the workers were last employed.

And then we contend, further, these particular Claimants and the members of this union, under Section 5(d) subsection 2, do not belong to a grade or class of workers which immediately before the commencement of the dispute there were members employed at the premises of which this dispute occurs, any of whom were participating in or directly interested in the dispute. In other words, there was no employment relationship existing which was terminated. And we contend what this Act applies to and only what it applies to is a strike situation where the union may make demands in excess of what they have already and are not met and, therefore, they strike.

We contend this situation isn't a labor dispute at all under that construction of the Act.

Now, there are some workers I don't think there should be any controversy about at all. There are some three hundred Claimants and members of the union who worked last year and have worked for the Alaska Salmon Company. That Company did

not intend to operate under any circumstances this season, and I don't think there should be any question about that. [20]

I want to know if the attorney, whoever it is represents the Alaska Salmon Company, differs with that statement?

Mr. William Oliver: I represent the Alaska Salmon Company. I am not prepared now to make any statement as to whether or not we claim that we come under the labor dispute or that we do not. I have had and my client has received no notice of any claims having been filed against or with respect to it by anyone or the basis of the claim or what determination has been made, if any. It has been given no reasons for the basis of any determination. It has received no reasonable notice of this hearing or any other hearing. It has been denied notice and rights accorded to it under the Statute, and the lack of notice constitutes a violation of due process of law.

Under the circumstances, I think any statement that I will give will have to depend upon what I might learn here. Also, I want to register the objections on the grounds I have already stated.

Referee Roden: You say three hundred claims have been filed?

Mr. Resner: Yes, three hundred claims of workers, members of this union, who last year worked for the Alaska Salmon Company. Now, we contend the Alaska Salmon Company did not intend to operate at all this year. In other words, they didn't intend to operate no matter what happened, and

there couldn't possibly be a labor dispute with the employes of the Alaska Salmon Company plants.

Referee Roden: What evidence have you to show they did not intend to operate?

Mr. Resner: Well, I have a letter here from the Alaska Salmon Company to that effect.

Referee Roden: Will you please file that?

Mr. Resner: I would like to read it and then I will file it. (Indicating).

Mr. Madison: I think at this time it would be well for me to say I am representing the Alaska Packers Association and Red Salmon Canning Company. That we have had no notice as to the extent or purpose of this hearing other than, that is, to give evidence under the question of this labor dispute. We understand Counsel for the moving party in this case, the union, intends to confine the issued of this case to the question as to whether or not a labor dispute has existed. [21] And if this is an appeal, as we understand from the one telegram we have received, then we have had no notice of appeal as provided in the Act.

And I simply want to make those matters a matter of record and voice my objection or objections to them so that I won't be deemed in proceeding with the hearing to waive any rights we may have in the premises.

Mr. Resner: That is why, Mr. Referee, I asked the question which I did at the outset trying to determine just what the status of the parties is? If you could give us that information it will be helpful?

Referee Roden: I will give you all the information I have. I don't know very much about it, myself. I happened to be in Seattle. Our Commission wired me at Seattle asking me if I could come down here and take the testimony upon this appeal, in which the question of a labor dispute was involved. That the Commission had turned down or rejected the claims filed by your clients because it came to the conclusion that a labor dispute existed.

That is all I know about it.

Mr. Resner: Thank you very much. Of course, we have already noted our objection, that the initial determination is not made according to the Statute.

Referee Roden: In what respect are you damaged?

Mr. Resner: Well, except that it puts the burden of proof upon us.

Referee Roden: Not necessarily so. That is a matter that will be decided later on. But somebody will have to commence here.

Let me ask, Mr. Madison, in what respect are you damaged if we proceed now and do not continue this hearing?

Mr. Madison: I don't know that I am damaged in any respect. It would depend entirely upon how the matter proceeds. I am perfectly willing to proceed at this time, so long as it is understood we are waiving no rights we may have to object later on.

Mr. Resner: Well, it is understood we are not.

Mr. Oliver: I am perfectly willing, too, on that same basis.

Referee Roden: Fine. We will give you Gentlemen all the opportunity you want to present your case. That is what we are here for. [22]

Mr. Resner: I would like first to have you note those Claimants who are or were last year employes of Red Salmon. I would like to have their names read into the record.

Referee Roden: Have you a list of them?

Mr. Resner: Yes. If we can file it later on?

Referee Roden: Is there any contention on the part of the Alaska Salmon Company that these three hundred people had no connections or had any connections with your Company? (Indicating)

Mr. Oliver: I don't know who the three hundred people are. I have had no opportunity to examine the register.

Referee Roden: If you get a list of them will you be kind enough to check them as soon as you can?

Mr. Resner: You will check the list against your payroll?

Mr. Oliver: Yes.

Mr. Resner: Well, with regard to these, we have these lists but they are not in proper form. We are going to have lists prepared and I will file them later on.

Referee Roden: Yes.

Mr. Resner: The letter is from the Alaska Salmon Company to Local No. 5, Alaska Cannery Workers Union, dated April 30, 1940.

Attention: Mr. Rendon.

"Dear Mr. Rendon:

"As your organization has been advised by the Alaska Salmon Industry, Inc., this company cannot make any expedition to Alaska out of San Francisco this season and accordingly will not have employment, or be able to ship any men on our steamers to our various canneries this year."

There are other portions of the letter which are not relevant. This is the only copy which we have. I would like to offer it for the record.

Mr. Madison: That was sent and received on the date it bears, was it not?

Mr. Resner: I can't say as to that. Approximately then, I suppose. The only date I have is one the letter bears, April 30, 1940.

Mr. Madison: If the letter is to be introduced in evidence I would like to know if it was sent and received the time the letter shows? [23]

Mr. Resner: Approximately the time it shows the letter was received.

Mr. Madison: Within a day or so? Sent in San Francisco and received in San Francisco?

Mr. Resner: That is right.

Mr. Resner: On April 26th the letter was received from the Alaska Salmon Industry to All the Unions Concerned, part of which reads as follows: "The Alaska Salmon Company will not undertake any expeditions out of San Francisco to Bristol Bay in 1940."

That letter is signed by J. Paul St. Sure for the

Alaska Salmon Industry, Inc. That is the only portion. I would like to offer this letter (Indicating)

Referee Roden: Will you explain, Mr. Resner, who composes the Alaska Salmon Industry?

Mr. Resner: The Alaska Salmon Industry is composed of the Alaska Packers, Red Salmon Company, and the Alaska Salmon Company, I think, these gentlemen. (Indicating)

Mr. J. Paul St. Sure: Insofar as San Francisco is concerned the three operators in San Francisco are the three named by Mr. Resner. Alaska Salmon likewise comprises packers out of Portland, Seattle, and San Francisco.

Mr. Resner: Does the Commission desire to have the Officer of the Union who received these letters testify as to their receipt?

Referee Roden: Anybody object to admitting them in evidence?

Mr. Madison: No.

Mr. Resner: Then I don't think it is necessary.

Mr. Madison: No objection.

Mr. Resner: I want to turn now to the question of our contention there is not a labor dispute in active progress within the meaning of the Act, or any labor dispute at all because of the inability to arrive at an agreement.

I want to call as a witness Mr. Vincent Rendon.

MR. VINCENT RENDON,

1447 O'Farrell Street, San Francisco, being duly sworn testified as follows:

Direct Examination

By Mr. Resner: [24]

Q. Will you give us your name and address, please?

A. Vincent Rendon, 1447 O'Farrell Street, San Francisco.

Q. You are a member of Local No. 5, Alaska Cannery Workers Union?

A. Yes, Book No. 163.

Q. You were a member of the Negotiating Committee this year for San Francisco?

A. Yes.

Q. And also for Seattle? A. Yes.

Q. And how long have you been a member of the Union, Mr. Rendon?

A. Since 1936.

Q. You were on the Negotiating Committee last year?

A. Last year, and 1937, and 1936.

Q. Now, I want to direct your attention to the present Alaska season and ask you what the Union, Local No. 5, offered by way of a contract for the present season?

A. For the present season we gave them—that is in Seattle, March 6—to the Salmon Industry we give them our 1940 proposed contract; but Mr. Van Hoevenberg had refused to read our contract, and he was offering to us the 1939 of Seattle contract.

(Testimony of Vincent Rendon.)

By Referee Roden:

Q. He offered you the same terms as you had in 1939, did you say?

A. No, he offers the San Francisco Local the 1939 Seattle wages and conditions.

Q. He offered you the 1939 contract?

A. Yes, of Seattle.

By Mr. Resner:

Q. He offered the San Francisco Local, which is Local No. 5, the 1939 Seattle agreement?

A. Yes.

Mr. Resner: For the Referee's information I will state we will later show there is a difference between the 1939 Seattle agreement as applying to those shipping out of Seattle and the 1939 San Francisco agreement applying to the operations from San Francisco. And Mr. Rendon testifies the union in Seattle was offered by Mr. Van Hoevenberg, the San Francisco Local, was offered the 1939 Seattle agreement.

Is that correct, Mr. Rendon?

A. Yes. [25]

By Referee Roden:

Q. Who was that offered that? Mr. who?

A. Mr. Van Hoevenberg.

Q. Will you identify him?

A. Manager of the Canned Salmon Industry, Ellsworth, and Van Hoevenberg.

Q. That is Ellsworth? A. Ellsworth.

(Testimony of Vincent Rendon.)

By Mr. Resner:

Q. And the date of that was when?

A. March 7th.

Q. In Seattle? A. In Seattle.

Q. And were negotiations continued after that time?

A. The negotiations. It seems to me that the Canned Salmon Industry they don't have no faith to have any negotiations because sometimes during the two months they have negotiations there is only 18 times we meet; and mostly one hour and a half or two hours. That is the mostly that they can spare time to ask to talk.

Q. Let me bring this back, Mr. Rendon. You say the union presented its 1940 contract?

A. Yes.

Q. And what happened to that contract so far as the packers are concerned?

A. They refused to read it.

Q. Did they hand it back to you or keep it?

A. They keep it but say there is no use to talk to us this because we cannot pay.

Q. Did you have any negotiations on your proposals in the 1940 agreement?

A. They just tell us to come back the next day and then the minute we come back the next day they say they don't have no time. And one day we was there they says they cannot talk no contract at all because they are going to get married, some of their daughters, and we says, "We will call you sometime."

Q. Where did this take place?

(Testimony of Vincent Rendon.)

A. That takes place in Seattle. And since that, we was waiting for three weeks since that date.

Q. From that day three weeks passed?

A. Three weeks passed. And then they tell us again, they say, "Well, we can spare you for two hours."

Q. And then you had another meeting in Seattle at that time?

A. And on that day they told us that they cannot pay more than 1939 of Seattle.

Q. The most they could pay was the 1939 Seattle wage scale? A. Yes.

Q. And what did the union ask for?

A. We were asking for 1940 or the 1939 of San Francisco wages and conditions. [26]

Q. Did the union make a definite offer to the operators to sign for the 1939 San Francisco wage scales? A. Yes, that is on May 29th.

Q. May 29th? A. Yes.

Q. You offered to sign for the San Francisco wage scale? A. Yes.

Q. For the operation from San Francisco?

A. From San Francisco.

Q. And that offer was made to whom?

A. To to the Canned Salmon Industry.

Q. Which representatives?

A. That is, there are 74 companies represented by Mr. Van Hoevenberg and Ellsworth.

Q. And where did that meeting take place?

A. In Dexter building.

Q. Seattle? A. Seattle.

(Testimony of Vincent Rendon.)

Mr. Resner: I want to offer into evidence at this time the 1939 San Francisco agreement and the 1939 Seattle agreement.

I assume you gentlemen have got copies?

Mr. Madison: May I see them, please?

Mr. Resner: I only have the one copy of each. (Indicating)

There are certain portions of these agreements that I wanted to direct to the Commission's attention. I would like to note those at this time.

Mr. Madison: Are you offering those now?

Mr. Resner: We have no objection to those being introduced if we may have some opportunity of checking them during the day.

Mr. Resner: You want to check them for the purpose of comparison with your copies?

Mr. Madison: Yes.

Mr. Resner: That is all right, certainly.

CLAIMANTS' EXHIBIT No. 3-A

SEATTLE AGREEMENT

This Agreement, made and entered into between ....., a Corportion, for its ..... Cannery, the party of the first part hereinafter referred to as the "Company", and the United Cannery Agricultural, Packing & Allied Workers of America, C.I.O., in behalf of ..... Local No. ....., the part of the second part, and each and severally, it is agreed:

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

WITNESSETH:

1. The Company agrees to recognize the Union as the exclusive and sole bargaining agent of all its employees engaged for Alaskan Salmon Cannery operations from the States of California, Oregon and Washington, for the 1939 season in the capacities herein listed and commonly termed "Cannery Labor." The Company shall procure all employees not residents of Alaska who come under the jurisdiction of the Union, through the Union headquarters or the Union hiring halls.

2. The Company shall not discriminate against any member for any Union activities, race, color, or creed, or for a law-suit or any legal action instituted because of dispute of contract.

3. In the event those employees selected as herein provided are not members of the Union, they shall be issued an official permit by the Union. At the time of departure for Alaska, such employees shall be either members of the Union or have received an official permit from the Union.

3-A. The Union shall furnish qualified foremen acceptable to the Company.

3-B. The Company shall at its option designate its foreman and representative who is a member of the Industry and who has no connection directly or indirectly with any labor contracting agency, and they will work with the Union's representatives in lining up of crews, based on preference being given

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

to those on the 1938 payrolls of the Company's cannery who are members of the Union in good standing, or worked on permits during the 1938 season.

3-C. In the event that said members of the Union or 1938 permit men so selected cannot be produced, or for any reason, do not elect to sign up within twenty-four hours prior to scheduled departure for Alaska, the Union shall furnish the necessary experienced men willing to go, then the Union shall furnish employees from the waiting lists of the Union.

4. The employees selected shall comply with all lawful orders of the Company or its representatives, and with all Company rules not inconsistent with this agreement and agree to work for the Company in the capacity designated or in any other capacity that the Company may require of the employees to and from, and in connection with the Company's salmon cannery operations in Alaska, to which such employee is assigned. The Company shall have the privilege to reject individual men of the 1938 employees who are unsatisfactory to the Company.

5. Except for willful violation of this agreement there shall be no lockouts, strikes or stoppage of work during the period of this agreement by the Company, any employee, group of employees or the Union.

5-A. Any disputes that cannot be settled at the

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

cannery are to be adjusted and settled after the season at port of embarkation of the expedition.

5-B. It is hereby understood that making any payment does not release the Company from liability if such liability exists.

6. Members of the Union shall not refuse to go through a picket line, unless such picket line is officially authorized by a legitimate labor organization affiliated with the Maritime Federation of the Pacific and approved by ..... Local #....., UCAPAWA-CIO in ....., ..., and said Federation. Employees refusing to go through a jurisdictional picket line shall receive no pay or compensation while work is suspended.

7. The Company agrees to recognize one member of the crew of each cannery designated by the Union as the delegate or shop steward and agrees to pay such delegate $25.00 per month above Class "A" scale of wages.

7-A. The Union claims certain definite rights and benefits in behalf of its membership as outlined in this agreement, and these rights shall be upheld by the authorized delegate; who shall act as the representative and spokesman of the Union, and in the event of a dispute or misunderstanding, he will be vested with the authority to settle to the best of his ability, all issues that may be brought to his attention. Further, a delegate is authorized and instructed that strict observance of all rules and

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

regulations, hours, wages and general conditions are to be observed. He shall endeavor at all times to settle all matters and issues in a satisfactory manner to all concerned.

8. It is expressly agreed that neither the Company nor its representatives, nor the Union or its representatives has the power or authority to change the provisions of this agreement.

9. The employees shall go on board any vessel designated by the Company when and where directed, and shall return to the port of embarkation upon any vessel designated by the Company when and where directed, unless the employee does not desire to return to the port of embarkation as directed, in which event the Company shall be relieved of all obligations to the employee for return transportation.

10. It is understood and agreed that before embarking, all employees shall submit at such time and place as the Company may designate, to a physical examination by a qualified physician, including those members requiring special certificates as food handlers, etc., no costs in connection with the examination and certificates shall be borne by the Union or its members.

10-A. Any employee covered by this agreement, who from injury sustained while at work for the Company through no fault of his own is prevented from working according to the judgment of a physician, is to continue to receive his respective pay

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

according to the agreement during the period of the injury; provided, however, that in the event the injury to any employee comes within the purview of the Workmen's Compensation Act for the Territory of Alaska, or any other compensation act, territorial, federal or state, the employee will receive the benefits specified in such applicable compensation act, and in addition thereto, such amount as will equal the difference between the compensation paid and the pay of such employee according to this agreement. Provided, further, that if the disability continues beyond the termination of the season, he shall receive thereafter only the amount to which he would be entitled under the Workmen's Compensation Act for the Territory of Alaska or any other compensation act applicable to his employment. The employee if and when injured shall report such injuries to the foreman in charge immediately at the time of the injury. Any such employee shall be entitled to medical and surgical attention and necessities without cost, in accordance with the requirements of the Workmen's Compensation Act for the Territory of Alaska or any other compensation act applicable to his employment.

10-B. Any employee covered by this agreement who is laid up because of sickness or natural ailments or an injury sustained outside the scope of his employment, and who is unable to work according to the judgment of a physician, shall be

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

paid his monthly wages and all other earnings up to the date so laid up, and shall thereafter be paid only the sum of $50.00 per month from the date so laid up until able to work, or until placed in a hospital, or until transported to a place where hospital facilities are available, at which time the Company's liability shall cease. It shall be, however, the thorough understanding that in the case of sickness, or natural ailments, or an injury sustained outside the scope of his employment that the Company will not be liable for wages after the date the majority of the employees of such cannery have arrived at the port of embarkation. In the event of a dispute, the Superintendent will also make an effort to secure the opinion of another qualified physician. All employees so laid up through sickness, or natural ailments while engaged under this contract, shall receive medical and surgical attention and necessities without charge so long as they shall be entitled to payment of the $50.00 per month under the terms of this section. This does not apply in cases of proven or obvious veneral diseases, intoxication, brawls or fights.

11. Medical, Dental and surgical services shall be furnished by the Company free of charge. Dental service shall consist of extractions and the treatment of infections resulting from said extractions.

11-A. In case of serious illness or accident, where no competent hospitalization or suitable

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

medical attention is immediately available, every feasible effort shall be used by the Company to transport the men to the nearest hospital.

12. Unless expedition is abandoned, any man who has been selected by the Company, has signed the Company's agreement and been accepted by the Company, and is discharged before leaving port of embarkation, unless so discharged for physical disability, drunkenness or any other legitimate cause, shall be paid $75.00 as full compensation, said compensation to be paid within forty-eight (48) hours after such discharge.

13 If members are hired for a long job such as construction or purposes other than cannery work, the Company shall notify the Union before sailing.

14. School, Poll, Social Security and other taxes assessed against employees and payment of compensation insurance or hospitalization authorized by any Federal, State or Territorial law, shall be deducted by the employer from any wages due and the employer shall withhold any payments when required to do so by writ of garnishment or other legal proceedings or by valid assignments. Before acceptance the Company shall verify assignments with the individual employee.

14-B. Upon the discharge of any employee for just cause his wages shall terminate immediately and such employees should be housed and fed and returned to port of original embarkation.

14-C. In the event any employee refuses duty

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

or voluntarily quits his employment, his wages shall cease immediately and there shall be deducted from wages due him all costs of transportation North and South bound at prevailing passenger rates together with costs incurred by such employee at the cannery while waiting passage outbound from the cannery.

15. The Company guarantees each employee covered by this agreement hired outside the Territory of Alaska not less than two months' wages in accordance with the position as per classification, unless employee should be discharged or quits as herein provided.

16. On days of arrival or departure the hour 12 midnight shall be considered as the basis for the computation of the payroll. On days of arrival or departure one full day shall be paid irrespective or exact time of arrival or departure with regards to the hour of 12 midnight. Wages shall commence on the day of departure and terminate on the day of return to the port of dispatching, except as herein otherwise provided.

In the event that any employee does not elect to return to original port of embarkation upon a suitable vessel by and at the direction of the Company at the termination of the season, his employment shall be considered terminated and he shall be paid all wages due him within forty-eight (48) hours, subject to all provisions of this agreement, in which

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

event the Company will be relieved of all obligations to the employee for return transportation.

17. The Company shall extend credit or make cash advances of a minimum of $25.00 upon request as soon as practical after physical examination of employee with the written consent of the employee and the Union. Such advances however, shall not exceed twenty percent (20%) of the employee's estimated earnings for the period of employment, and such advances are to be refunded to the Company by the Union in case the employee does not arrive at the cannery to which the employee was dispatched by the Union. In addition thereto, the Company may at its option honor written allotments as earned by the employee for the benefit of his family or dependants. The Company may also allow credit to an employee for purchases made in Alaska at the Company's commissary against wages earned, but not in excess of 50% of the total season's wages may be deducted for such purchases. All articles displayed for sale to members of the Union shall be Union-made where available. The Company shall be entitled to deduct all such credits, cash advances and allotments paid before making any final payment to the employee. The Company shall not knowingly deduct from any wages due any amount for gambling debts incurred by the employee, or for narcotics, drugs, intoxicating liquor, or any employment fee, direct or indirect.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

18. It is agreed and provided that the sum of $10.00 shall be made available to each employee, if due, not later than the day of arrival in home port and further provided that the Company shall pay directly to all employees all earnings due within forty-eight hours after arrival, holidays and Sundays excepted. Failure on the part of the Company to meet this requirement shall constitute a just claim by the employees to an additional prorata monthly or seasonal wage rate for each day of delay, including subsistence at $3.00 per day.

19. If for the principal part of the actual canning season, an employee is assigned to an operation carrying with it a higher rate of wage than that for which he originally signed up, such higher rate of wage shall apply to his entire employment under this contract. If the Company shall within ten (10) days after the commencement of canning operations, determine that employee fails to properly perform the work for which signed up and shall assign such employee to a position carrying with it a lower rate of wage, such lower rate of wage shall apply only from time of demotion, and an appropriate adjustment shall be made accordingly when employee is paid off.

Members or workers signed for a definite classification and wage scale on embarkation, shall not be paid at any lower rate if they are required to perform general work before, after, or during the

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

actual canning season, except as otherwise provided herein.

20. The Company shall furnish transportation from dispatching hall to North bound steamer's dock when employees sail in groups of ten men or more. On return if landed at a City other than that from which dispatched, then transportation shall be made available to the City from which dispatched. The Company shall also furnish employee free transportation, third-class, from point of embarkation to cannery and return, except as herein otherwise provided; three wholesome and adequate meals each day during transportation and while at the cannery; also suitable living quarters while at the cannery and bunk, spring and mattress, but employee shall furnish all his other bedding, clothing and personal effects, and excepting for its own negligence, the Company shall not be responsible for any damage to, or loss of, any of employee's bedding, clothing or personal effects from any cause whatsoever.

21. The Company agrees to provide a phonograph and forty-eight (48) assorted records for use at the cannery by employees covered by this agreement.

22. Employees whose work is such that it has been the custom to necessitate the use of oil skins, oil skin aprons, boots, sleeve guard or gloves, shall be supplied free of charge with these necessities. Lye wash and Retort men are to be supplied with

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

leather palm gloves. Such equipment shall be returned to the Company at the Superintendent's discretion. Rubber boots and other equipment referred to above shall be kept hygienic and sanitary by employees using same..

23. No employee shall be required to work where hazardous or unsafe conditions exist.

24. A suitable number of fire extinguishers shall be placed at strategic points in cannery plants.

25. Cooks required by the Company to make vessels shipshape, check vessel supplies, or prepare meals before ship sails for cannery, shall be paid for each day and hour at the regular per day rate, but not less than four (4) hours shall be paid whether the work lasts that long or not.

26. Required number of supervisory personnel.

Canneries employing less than 60 men, 1 First Foreman.

Canneries employing 60 men or more, 1 First Foreman & 2nd Foreman.

27. All time worked in excess of the hours herein provided shall be paid at the regular overtime rate for cannery work.

27-A. Forty-eight (48) hours of work shall constiute a week's work, except mess house crew. If the forty-eight (48) hours have not been worked during the week, they shall not be required to make it up in the succeeding week.

27-B. Before and after the actual canning season Sunday shall be the recognized day of rest each

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

week. During the actual canning season Monday shall be deemed the day of rest in addition to all recognized holidays and all work performed on these days shall be paid at the applicable extra compensation rate agreed herein.

28. The following rates of compensation shall apply in the respective classifications of employment and districts.

BRISTOL BAY

Foremen	1st Foreman	2nd Foreman
1 and 2 line canneries	$975.00 per season	$625.00
3 line canneries	1025.00 " "	650.00
4 line canneries	1075.00 " "	675.00
5 line canneries	1125.00 " "	700.00

For each additional line over 5 lines, first foremen shall receive $50.00 additional and second foremen $25.00 additional per line.

First and second foremen shall not be entitled to any overtime pay.

Cooks	
First Cook for Cannery Workers	
Regularly serving over 60 men	$177.50 per month
Regularly serving from 30 to 60 men	157.50 " "
Regularly serving less than 30 men	142.50 " "
Second Cook (If employed)	137.50 " "
Kitchen Help, Waiters & Dishwashers	97.50 " "
Bull Cook (where more than 40 cannery workers employed)	97.50 " "

Baker (If employed) $25.00 less than respective First Cook.

The mess house crew shall prepare and serve the three regular meals each day. During the canning season if coffee is served at other than regular

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

meal hours, the mess house crew shall prepare same without overtime. If at midnight, the Cook is required to prepare and serve an additional full hot meal for members of the crew working at night, he shall receive three (3) hours' overtime. If coffee is served at 9 P. M. for men working in the cannery up to 9 P. M. or later, one hour overtime shall be allowed to not more than two men from the mess house crew. These two men to be designated by the head man of the mess house crew. Where it does not interfere with the operation of the cannery, the mess house may arrange amongst themselves for one day off in each seven days.

Cannery Workers

Classification "A"	$100.00
Classification "B"	90.00

For cannery workers eight (8) hours from 8 A. M. to 5 P. M., shall constitute a day's work before and after the canning season. During the canning season eight (8) hours shall constitute a day's work in a spread of nine (9) hours starting from 7 A. M., but not later than 8 A. M. It is understood that the foreman shall make necessary adjustment in working time between those hours for any crew in case such crew, on the foremen's order starts working after 7 A. M. The working time for any crew to be eight hours from start of work before entitled to overtime. Overtime will be paid at the rate of sixty-five cents (65c) per hour.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

Longshore work shall be paid for at the rate of $1.00 per hour.

Head Lye Wash, Head Butcher and Head Warehouseman (if used) $125.00.

FOR WESTWARD ALASKA OR COOK INLET DISTRICTS AND CHIGNIK, KARLUK AND ALITAK CANNERIES

Foremen	1st Foreman per season	2nd Foreman per season (If employed)
Canneries with 1 line (except in canneries where not customarily used)	$925.00	$575.00
Canneries with 2 lines	975.00	600.00
Canneries with 3 lines	1000.00	625.00
Canneries with 4 lines	1050.00	650.00
Canneries with 5 lines	1100.00	675.00

First and Second Foreman shall not be entitled to overtime pay.

Cooks

First Cook for Cannery Workers	
Regularly serving more than 60 men	$175.00 per mo.
Regularly serving from 30 to 60 men	155.00 " "
Regularly serving less than 30 men	140.00 " "
Second Cook (If employed)	130.00 " "
Kitchen Help, Waiters & Dishwashers	95.00 " "
Bull Cook (where more than 40 cannery workers employed)	95.00 " "

Baker (If employed) $25.00 less than respective First Cook.

The mess house crew shall prepare and serve the three regular meals each day. During the canning season if coffee is served at other than regular meal hours, the mess house crew shall prepare same without overtime. If at midnight. the cook is required to prepare and serve an additional full hot meal for members of the crew working at night,

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

he shall receive three (3) hours' overtime. If coffee is served at 9 P. M. for men working in the cannery up to 9 P. M. or later, one hour overtime shall be allowed to not more than two men from the mess house crew. These two men to be designated by the head man of the mess house crew. Where it does not interfere with the operation of the cannery, the mess house crew may arrange amongst themselves for one day off in each seven days.

Cannery Workers	
Classification "A"	$93.00 per month
Classification "B"	85.00 per month

For cannery workers eight (8) hours from 8 A. M. to 5 P. M., shall constitute a day's work before and after the canning season. During the canning season eight (8) hours shall constitute a day's work in a spread of nine (9) hours starting from 7 A. M, but not later than 8 A. M. It is understood that the foreman shall make necessary adjustment in working time between those hours for any crew in case such crew, on the foreman's order starts working after 7 A. M. The working time for any crew to be eight (8) hours from start of work before entitled to overtime. Overtime will be paid at the rate of sixty-two and one-half cents (62½c) per hour.

Longshore work shall be paid for at the rate of eighty cents (80c) per hour.

Head Lye Wash, Head Butcher and Head Warehouseman (If used) $120.00.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

BALANCE OF KODIAK ISLAND, COPPER RIVER & PRINCE WILLIAM SOUND AND SOUTHEASTERN ALASKA.

Foreman	1st Foreman per season	2nd Foreman per season (If employed)
Canneries with 1 line (except in canneries where not customarily used)	$875.00	$500.00
Canneries with 2 lines	950.00	600.00
Canneries with 3 lines or more	1100.00	625.00

First and Second Foremen shall not be entitled to overtime pay.

Cooks

First Cook for Cannery Workers		
Regularly serving more than 60 men	$160.00	per month
Regularly serving from 30 to 60 men	145.00	" "
Regularly serving less than 30 men	135.00	" "
Second Cook (If employed)	125.00	" "
Kitchen Help, Waiters & Dishwashers	95.00	" "
Bull Cook (Where more than 40 cannery workers employed)	95.00	" "

Baker (If employed) $25.00 less than respective First Cook.

The mess house crew shall prepare and serve the three regular meals each day. During the canning season if coffee is served at other than regular meal hours, the mess house crew shall prepare same without overtime. If at midnight, the cook is required to prepare and serve an additional full hot meal for members of the crew working at night, he shall receive three (3) hours' overtime. Where it does not interfere with the operation of the cannery, the mess house crew may arrange amongst themselves for one day off in each seven days.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

Cannery Workers

Classification "A"	$90.00 per month
Classification "B"	$80.00 per month

For cannery workers eight (8) hours from 8 A. M. to 5 P. M. shall constitute a day's work before and after the canning season. During the canning season eight (8) hours shall constitute a day's work in a spread of nine (9) hours starting from 7 A. M., but not later than 8 A. M. It is understood that the foreman shall make necessary adjustments in working time between those hours for any crew in case such crew, on the foreman's order starts work after 7 A. M. The working time for any crew to be eight (8) hours from start of work before entitled to overtime. Overtime will be paid at the rate of sixty cents (60¢) per hour.

Longshore work shall be paid for at the rate of eighty cents (80¢) per hour.

Head Lye Wash, Head Butcher and Head Warehouseman (if used) $115.00.

29. The following cannery workers classification and capacities are those referred to in Section 28. In the event any classification is not specified or is known by other names, or new classifications are to be added, wages, and benefits and the definite classifications shall be agreed upon and supplemented to this agreement and made retroactive to the leaving and return of expedition.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

A

Pitchers & Sluicers (where employed)
Scow Men, Hook Fish
Sorters
Fish House Bins
Elevator in Fish House
Filler Hopper Man
Hand Labeling Crew (where hired as such)
Men wiring and stitching boxes
Fish Inspector
Can Tester
Casing Machine Operator
Iron Chink Feeders & Butchers
Catching Cans on line by hand
Slimers
Gang Knives (where used)
Filler Feeders
Operator of Cooler Loader
Retort & Lye Wash Men
Men regularly supplying coolers to line
Labeling Machine Operator (where used permanently)
Wooden Box Maker & Nailer
Box Pilers (where hired as such

B

Men supplying coolers to line
Patching Table
Reform Feeder
Clincher, Vacuum Machine & Salter Men
Catching and Piling Cans & empty Boxes

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

Warehouse Crew
General Can Loft Work
Other General Cannery Work

30. All work involving the handling of cargo moving directly to a ship's tackle or scows from the last point of rest on the dock or in the warehouse or all cargo moving from the ship's tackle or scows to the first point of rest on the dock or in the warehouse, shall be considered longshore work and be paid for at the scale agreed herein.

31. Construction of buildings or appurtenances, razing of buildings or repair, ditch digging, clearing land, shall be classed as miscellaneous work and paid for at the rate of 75c per hour, regardless of the time such work is performed. All other work except longshore work, not specifically mentioned herein shall be performed during the regular work day without extra compensation.

32. When actual overtime worked is less than one-half hour, one-half hour shall be paid. When overtime exceeds one hour, payment will be allowed on actual time worked but not less than one-half hour periods.

33. In the event that the cannery is destroyed, or so greatly damaged from any cause or the laws, rules or regulations with reference to salmon fishing or canning be changed, or that in the Company's judgment, because of strikes or for any reason, it would be impossible or unprofitable to continue operations, the Company shall comply with

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

Section 15 and may terminate this agreement excepting that the Company shall return each employee covered by this agreement to the point where hired at its expense and pay him until such return, unless employee should elect to remain in Alaska, in which event his employment shall terminate at the cannery.

34. The Union shall not interfere with the performance of work outside of the general scope of this agreement, provided such work is customary in the Salmon Industry in the particular locality, and is arranged for with the other employees by the employer on mutually satisfactory terms and conditions, nor shall the Union or its members interfere with the performance of any work by other employees, provided it is customary in particular localities to employ other employees to perform such work.

35. Provision shall be made to keep the general crew quarters clean, make fires when necessary, and to keep said quarters in a sanitary condition. All canneries shall have good clean shower baths, laundry room and suitable clothes drying facilities.

36. When emergency requires, work necessary for safety of vessels or any other Company property, shall be done at any and all times without extra compensation.

37. Sufficient copies of this agreement shall be posted in a conspicuous place in the canneries.

38. Suitable records of overtime and other work

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

for which extra pay is allowed shall be kept in triplicate and compared and approved daily the the employee, Company timekeeper, Foreman and Delegate and one copy furnished to delegate.

39. Where cemeteries are located, a suitable time, preferably Memorial Day shall be agreed upon and cleaning of plots, fences, painting of headboards, etc., shall be done by a detail of not to exceed five men under the supervision of the delegate.

Holidays to be observed are: Memorial Day, Independence Day and Labor Day.

If work is done on holidays, overtime shall be paid at the overtime rate. One day out of each week of seven days, which day shall be Sunday prior to and after the fishing season and Monday during the fishing season, shall be deemed a normal day of rest, and if employee shall be required to work on such days, he shall perform such work, but all work so performed shall be construed to be overtime and shall be paid for at the overtime rate. There shall be at least eight (8) hours of rest in each twenty-four (24) hour period, unless employee elects to work during such rest period.

40. The parties hereto, hereby, waive the provisions of Chapter 45 of the Session Laws of the Territory of Alaska for the year 1925 and all amendments thereof, and Acts supplemental thereto, and agree that the payment of wages and other compensation referred to in this contract shall be in accordance with the provisions of this agree-

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

ment and without regard to the requirements of said Act.

41. The employee also agrees that he will not take on board vessel, or have in his possession at the cannery, any intoxicating liquor or narcotics and that should any intoxicating liquor or narcotics be found in his possession, the Company shall have the right to destroy the same. The employee agrees to allow his baggage to be searched. Employee also agrees not to smoke in the warehouse, box factory or any place where smoking is prohibited nor to become intoxicated, nor to engage in brawls or fights, or to gamble at any time either on board the vessel or in Alaska.

42. This agreement shall be effective for the 1939 season. It is further agreed that in the event either party should desire to modify, change, o terminate, such conditions or practices at the expiration of the 1939 season, written notice must be given on or before February 1, 1940, and that if special notice is not given within such time by either party, the same conditions and practices shall be automatically considered as renewed for an additional period of one year.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-A—(Continued)

Dated.....

uopwa-34

..... Company

By .....

UNITED CANNERY AGRICULTURAL PACKING AND ALLIED WORKERS OF AMERICA

.....

.....

CLAIMANTS' EXHIBIT No. 3-B

1939—

AGREEMENT WITH UNITED CANNERY, AGRICULTURAL PACKING AND ALLIED WORKERS OF AMERICA

This agreement, made and entered into between ----------, a Corporation, for their Alaska canneries, the party of the first part hereinafter referred to as the "Company" and the United Cannery Agricultural Packing & Allied Workers of America, C.I.O, in behalf of the Alaska Cannery Workers' Union, Local No. 5, the party of the second part, and each and severally, it is agreed:

WITNESSETH:

1. The Company agrees to recognize the Union

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

as the exclusive and sole bargaining agent of all its employees engaged for Alaska Salmon Cannery operations from the States of California, Oregon and Washington, for the 1939 season in the capacities herein listed and commonly termed "Cannery Labor." The Company shall procure all employees not residents of Alaska who come under the jurisdiction of the Union, through the Union headquarters or the Union hiring halls.

2. The Company shall not discriminate against any member for any Union activities, race, color or creed, or for a law-suit or any legal action instituted because of dispute of contract.

3. In the event those employees selected as herein provided are not members of the Union, they shall be issued an official permit by the Union. At the time of departure for Alaska, such employees shall be either members of the Union or have received an official permit from the Union.

4. Any disputes that cannot be settled at the cannery are to be adjusted and settled after the season at port of embarkation of the expedition. Under no circumstances will Superintendents or agents of the Company be compelled to sign any disputed wage claim.

(a) It is hereby understood that making any payment does not release the Company from liability if such liability exists.

5. No member will be required to pass through a picket line established by Organized Labor, nor

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

work where armed guards are employed during a dispute. A refusal to do so will not be considered a violation of this agreement.

6. The Company agrees to recognize not more than two members of the crew of each cannery designated by the Union as the delegate or shop steward and agrees to pay one such delegate $25.00 per month above Class "A" scale of wages at each cannery.

(a) The Union claims certain definite rights and benefits in behalf of its membership as outlined in this agreement, and these rights shall be upheld by the authorized delegate; who shall act as representative and spokesman of the Union, and in the event of a dispute or misunderstanding, he will be vested with the authority to settle to the best of his ability, all issues that may be brought to his attention. Further, a delegate is authorized and instructed that strict observance of all rules and regulations, hours, wages and general conditions are to be observed. He shall endeavor at all times to settle all matters and issues in a satisfactory manner to all concerned.

7. It is expressly agreed that neither the Company or its representatives nor the Union or its representatives has the power or authority to change the provisions of this agreement.

8. The employees shall go on board any vessel designated by the Company when and where directed, and shall return to the port of embarkation upon

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

any vessel designated by the Company when and where directed, unless the employee does not desire to return to the port of embarkation as directed, in which event the Company shall be relieved of all obligations to the employee for return transportation.

9. It is understood and agreed that before embarking, all employees shall submit at such time and place as the Company made designate, to a physical examination by a qualified physician, including those members requiring special certificates as food handlers, etc., no costs in connection with the examination and certificates shall be borne by the Union or its members.

(a) Where members are required to submit to a physicat examination same shall be done in a dignified manner, with regard to the method used.

(b) Members shall not be required to undress or drop their pants in areas exposed to public gaze. Companies shall be responsible for suitable arangements.

(c) Any employee covered by this agreement, who from injury sustained while at work for the Company through no fault of his own is prevented from working according to the judgment of a physician, is to continue to receive his respective pay according to the agreement during the period of the injury; provided, however, that in the event the injury to any employee comes within the purview of the Workmen's Compensation Act for the Terri-

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

tory of Alaska, or any other compensation act, territorial, federal or state, the employee will receive the benefits specified in such applicable compensation act, and in addition thereto, such amount as will equal the difference between the compensation paid and the pay of such employee according to this agreement. Provided, further, that if the disability continues beyond the termination of the season, he shall receive thereafter only the amount to which he would be entitled under the Workmen's Compensation Act for the Territory of Alaska or any other compensation act applicable to his employment. The employee if and when injured shall report such injuries to the foreman in charge immediately at the time of the injury. Any such employee shall be entitled to medical and surgical attention and necessities without cost, in accordance with the requirements of the Workmen's Compensation Act for the Territory of Alaska or any other compensation act applicable to his employment.

(d) Any employee covered by this agreement who is laid up because of sickness or natural ailments or an injury sustained outside the scope of his employment, and who is unable to work according to the judgment of a physician, shall be paid his monthly wages and all other earnings up to the date so laid up, and shall thereafter be paid only the sum of $50.00 per month from the date so laid up until able to work, or until placed in a hospital, or until transported to a place where hospital facilities are available, at which time the Company's

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

liability shall cease. It shall be, however, the thorough understanding that in the case of sickness or natural ailments, or an injury sustained outside the scope of his employment that the Company will not be liable for wages after the date the majority of the employees of such cannery have arrived at the port of embarkation. In the event of a dispute, the Superintendent will also make an effort to secure the opinion of another qualified physician. All employees so laid up through sickness or natural ailments while engaged under this contract, shall receive medical and surgical attention and necessities without charge so long as they shall be entitled to payment of the $50.00 per month under the terms of this action. This does not apply in cases of proven or obvious venereal diseases, intoxication, brawls or fights.

10. Medical, Dental, Surgical and nursing services shall be furnished by the Company free of charge, except in cases of proven or obvious venereal diseases, intoxication, brawls, or fights. Dental service shall consist of extractions and the treatment of infections resulting from said extractions. First aid kits, equipment, and stretchers shall be available on vessels and in canneries.

(a) In case of serious illness or accident, where no competent hospitalization or suitable medical attention is immediately available, every feasible effort shall be used by the Company to transport the men to the nearest hospital.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

(b) All physicians, wherever employed shall be recognized, qualified licensed practitioners and nurses certified First Aid Men.

11. Unless expedition is abandoned, any man who has signed the Company's agreement and been accepted by the Company, and is discharged for physical disability, drunkenness, or any other legitimate cause, shall be paid $75.00 in full compensation, said compensation to be paid within forty-eight (48) hours after such discharge. The Union reserves the right to furnish Doctors for the purpose of examination where rejection has been made.

12. If members are hired for a long job such as Construction or purposes other than cannery work, the Company shall notify the Union before sailing.

(a) School, Poll, Social Security and other taxes assessed against employees and payment of compensation insurance or hospitalization authorized by any Federal, State or Territorial Law, shall be deducted by the employer from any wages due and the employer shall withhold any payments when required to do so by writ of garnishment or other legal proceedings or by valid assignments. Before acceptance the Company shall verify assignments with the individual employee.

(b) During the course of the season, men or members with families dependent upon them, shall receive advances.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

1. First foreman with dependents, shall be given $75.00 a month.

2. Second foreman with dependents, shall be given $50.00 a month.

3. Cooks and Bakers with dependents, shall be given $50.00 a month.

4. Members with dependents, shall be given $35.00 a month.

5. Members shall be given an advance of $5.00 on boats.

The allowance shall be paid twelve (12) days after sailing to Alaska and every thirty (30) days thereafter.

13. In the event any employee refuses duty or voluntarily quits his employment, his wages shall cease immediately.

14. The Company guarantees each employee covered by this agreement hired outside the Territory of Alaska, not less than two months wages in accordance with the position as per classification, unless employee should be discharged or quits as herein provided.

15. On days of arrival or departure the hour twelve (12) midnight shall be considered the basis for the computation of the payroll. On days of arrival or departure one full day shall be paid irrespective of exact time of arrival or departure with regards to the hour of 12 midnight. Wages shall commence on the day of departure and terminate on

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

the day of return to the port of dispatching, except as herein otherwise provided.

In the event that any employee does not elect to return to original port of embarkation upon a suitable vessel by and at the direction of the Company at the termination of the season, his employment shall be considered terminated and he shall be paid all wages due him within forty-eight (48) hours, subject to all provisions of this agreement, in which event the Company will be relieved of all obligations to the employee for return transportation.

16. It is agreed and provided that the sum of $10.00 shall be made available to each employee, if due, not later than the day of arrival in home port and further provided that the Company shall pay directly to all employees all earnings due within forty-eight (48) hours after arrival, holidays and Sundays excepted. Failure on the part of the Company to meet this requirement shall constitute a just claim by the employees to an additional pro-rata monthly or seasonal wage rate for each day of delay, including subsistence at $3.00 per day.

17. Members or men signed up for a definite classification and wage scale on embarkation shall not be paid any lower rate if they are required to perform general work before, during or after cannery season unless they prove incompetent in the opinion of the cannery workers' foreman and the cannery superintendent. In that event they may be reduced to a lower classification of pay and a

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

man from a lower classification can be elevated and receive the pay designated for a worker demoted.

18. The Company agrees to provide a phonograph and forty-eight (48) assorted records for use at the cannery by employees covered by this agreement.

19. Employees whose work is such that it has been the custom to necessitate the use of oil skins, oil skin aprons, boots, sleeve guards or gloves, shall be supplied free of charge with these necessities. Lye wash and retort men are to be supplied leather gloves. Such equipment shall be returned to the Company at the Superintendent's discretion. Rubber boots and other equipment referred to above shall be kept hygienic and sanitary by employees using same.

20. No employee shall be required to work where hazardous or unsafe conditions exist.

21. A suitable number of fire extinguishers shall be placed at strategic points in cannery plants.

22. Cooks required by the Company to make vessels shipshape, check vessel supplies, or prepare meals before ship sails for cannery shall be paid for each day and hour at the regular per day rate, but not less than four (4) hours shall be paid whether the work lasts that long or not.

23. All time worked in excess of the hours herein provided shall be paid at the regular overtime rate for cannery work.

(Testimony of Vincent Rendon:)

Claimants' Exhibit No. 3-B—(Continued)

(a) Forty-eight (48) hours of work shall constitute a week's work. If the forty-eight (48) hours have not been worked during the week, they shall not be required to make it up in the succeeding week.

(b) Before and after the actual canning season Sunday shall be the recognized day of rest each week. During the actual canning season Monday shall be deemed the day of rest, in addition to all recognized holidays and all work performed on these days shall be paid at the applicable extra compensation rate agreed herein.

24. The following rate of compensation shall apply in the respective classifications of employment and districts.

BRISTOL BAY

	1st Foreman Per Season	2nd Foreman Per Season
Foremen		
1 and 2 line canneries	$ 900.00	$625.00
3 lines	925.00	650.00
4 lines	1,000.00	675.00
5 lines	1,050.00	700.00

If their services are satisfactory, in lieu of overtime, First Foreman shall receive 15% and Second Foreman shall receive 10% of season's earnings.

Cooks		
First Cook	$175.00	per month
Second Cook	125.00	" "
Cook's Helper at Diamond U Cannery only	110.00	" "
First Baker	150.00	" "
Second Baker	125.00	" "
Cooks Helper, disherwashers, waiters	85.00	" "

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

Any eight hours out of twelve (12) shall constitute a day's work.

Any time over eight (8) hours shall be considered overtime. Men can be started as required.

The overtime rate for all kitchen help shall be at the rate of ninety cents (90c) per hour, including Sundays and Holidays.

Cannery Workers	
Classification "A"	$100.00 per month
Classification "B"	90.00 " "

For cannery workers (8) hours from 8:00 A.M. to 5:00 P.M. shall constitute a day's work before, during and after the canning season. Any part of crew may be started before balance of crew.

Overtime shall be paid for at the rate of sixty-five cents (65c) per hour.

Longshore work shall be paid for at the rate of $1.00 per hour.

FOR WESTWARD ALASKA OR COOK INLET DISTRICTS AND CHIGNIK, KARLUK AND ALITAK CANNERIES

Foremen	1st Foreman Per Season	2nd Foreman Per Season
1 and 2 line canneries	$1,050.00	$725.00
3 lines	1,075.00	750.00
4 lines	1,100.00	775.00
5 lines	1,125.00	800.00

If their services are satisfactory, in lieu of overtime, First Foreman shall receive 15% and Second Foreman shall receive 10% of season's earnings.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

Cannery Workers

Classification "A"	$100.00 per month
Classification "B"	90.00 " "

For cannery workers eight (8) hours from 8:00 A.M. to 5:00 P.M. shall constitute a day's work before, during and after the canning season. Any part of crew may be started before balance of crew.

Overtime shall be paid for at the rate of sixty-five cents (65c) per hour.

Same wages shall be paid in Western Alaska as in the Bristol Bay Area.

Longshore work shall be paid for at the rate of $1.00 per hour.

25. The following cannery workers classifications and capacities are those referred to in Section 24. In the event any classification is not specified or is known by other names, or new classifications are to be added, wages and benefits and the definite classification shall be agreed upon and supplemented to this agreement and made retroactive to the leaving and return of expedition.

A	B
Can Pilers	Patching Table
Pitchers and Sluicers	Reform Feeder
Scow Men, Hook Fish	Clincher, Vacum
Sorters	Machine & Salt Men
Fish House Bins	Catching and Piling,
Elevator in Fish House	Empty Cans & Boxes
Filler Hopper Man	Warehouse Crew

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

A—(Continued)

Hand Labeling Crew; where hired as such
Men wiring & Stitching boxes
Fish Inspector
Can Tester
Caseing Machine Operator
Iron Chink Feeders and Butchers
Catching cans on line by hand
Slimers
Gang knives, where used
Filler feeders
Operator of cooler loaders
Retort & lye wash men
Men regularly supplying coolers to line
Labeling Machine Operator, where used permanently.
Wooden Box Maker & Nailer
Full Box Pilers, where hired as such
Solderers & Tin Cutters
Jitney Driver in cannery
Slitter, Machine feeders & Relief men

B—(Continued)

General Can loft work
Other General Cannery Work
Janitors

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

26. All work involving the handling of cargo moving directly to a ship's tackle or scows from the last point of rest on the dock or in the warehouse or all cargo moving from the ship's tackle or scows to the first point of rest on the dock or in the warehouse, shall be considered longshore work and be paid for at the scale agreed herein.

27. Construction of buildings or appurtenances, razing of buildings or repair, ditch digging, clearing land, shall be classed as miscellaneous work and paid for at the rate of 75c per hour, regardless of the time such work is performed. All other work, except longshore work, not specifically mentioned herein shall be performed during the regular work day without extra compensation.

28. When actual overtime worked is less than one-half hour, one-half hour shall be paid. When overtime exceeds one hour, payment will be allowed on actual time worked but not less than one-half hour periods.

29. In the event that the cannery is destroyed, or so greatly damaged from any cause or the laws, rules or regulations with reference to salmon fishing or canning be changed, or that in the Company's judgment, because of strikes or for any reason, it would be impossible or unprofitable to continue operations, the Company shall comply with Section 14 and may terminate this agreement excepting that the Company shall return each employee covered by this agreement to the point where hired at its

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

expense and pay him until such return, unless employee should elect to remain in Alaska, in which event his employment shall terminate at the cannery.

30. Provision shall be made to keep the general crew quarters clean, make fires when necessary, and to keep said quarters in a sanitary condition. All canneries shall have good clean shower baths, laundry room and suitable clothes drying facilities.

31. (a) All meals shall be served in crockery-ware, wherever possible, whether on vessels or in canneries, and knife, fork and spoons shall be supplied. Replacements of enamel ware shall be made for the 1939 season with crockery-ware on all vessels and in all canneries.

(b) All meals shall be served in American style and standard, but this section does not preclude the use of foreign foods when required.

(c) While vessels are enroute breakfast, lunch, and dinner shall be served.

(d) Meals shall be served in the following manner: Breakfast at 7:00 A.M. and at each five hour period on the completion of that meal, during actual canning season and at 4-hour intervals before and after actual canning season.

(e) If men are worked more than 5 hours without a meal, they shall be paid a penalty of time and one-half of the prevailing rate as the case may be, except in cases of breakdown of ranges or other cases where the Company may not be at fault.

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

(f) No less than 60 minutes shall be allowed for each meal, before and after actual canning season. During the actual canning season, thirty minutes may be taken.

(g) Sufficient food of a diversified character shall be furnished and wholesome meals of good quality and sufficient quantity shall be available at all meals.

(h) Proposed menu to be agreed upon and made a supplement to this agreement.

32. Sufficient copies of this agreement shall be posted in conspicuous places in the canneries.

33. Where cemeteries are located, a suitable time, preferably Memorial Day shall be agreed upon and cleaning of plots, fences, painting of headboards, etc., shall be done by a detail of not to exceed five men under the supervision of the delegate.

Holidays to be observed are:

Memorial Day

Independence Day

Labor Day

If work is done on holidays, overtime shall be paid at the overtime rate. One day out of each week or seven days, which day shall be Sunday prior to and after the fishing season and Monday during the fishing season, shall be deemed a normal day of rest, and if employee shall be required to work on such days, he shall perform such work, but all work so performed shall be construed to be overtime and shall be paid for at the overtime rate. There shall be at least eight (8) hours of rest in each twenty-

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

four (24) hour period, unless employee elects to work during such rest period.

34. Suitable records of overtime and other work for which extra pay is allowed shall be kept in triplicate and compared and approved daily by the employee, Company timekeeper, Foreman and Delegate and one copy furnished to delegate.

35. The parties hereto, hereby, waive the provisions of Chapter 45 of the Session Laws of the Territory of Alaska for the year 1925 and all amendments thereof, and Acts supplemental thereto, and agree that the payment of wages and other compensation referred to in this contract, shall be in accordance with the provisions of this agreement and without regard to the requirements of said Act.

36. (a) Employee also agrees not to smoke in warehouse, box factory or any place where smoking is prohibited nor to become intoxicated, nor to engage in brawls or fights, nor to gamble at any time either on board vessel or in Alaska.

(b) The policy of the Union is unalterably opposed to gambling in any form, and the sale and use of dope or excessive use of intoxicating liquors. Foremen are pledged to cooperate with delegates in eliminating the above mentioned vices, and the Company will lend its full support to the abolition in every instance.

37. This agreement shall be effective for the 1939 season. It is further agreed that in the event either party should desire to modify, change, or terminate,

(Testimony of Vincent Rendon.)

Claimants' Exhibit No. 3-B—(Continued)

such conditions or practices at the expiration of the 1939 season, written notice must be given on or before February First, 1940, and that if special notice is not given within such time by either party, the same conditions and practices shall be automatically considered as renewed for an additional period of one year.

Dated .....

.....

Company: Union:

By ....

.....

.....

.....

.....

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nopwa-34

The wage scale for the season at Bristol Bay is the same for cannery workers whether they ship from Seattle or San Francisco, but the wage scale for operations to Chignik, Karluk, Alatek, and Cook Inlet are different. The 1939 Seattle agreement provides for cannery workers, Classification A, $90.00 per month, and cannery workers of Classification B, $80.00 per month. The San Francisco agreement in 1939 provided for cannery workers to the same operations of Classification A, $100.00 a month or ten dollars more, and Classification B, $90.00 a month. [27]

(Testimony of Vincent Rendon.)

With respect to foremen—I won't read these, but I want to direct he Commission's attention to page five of the San Francisco agreement listing the wage scales for foremen, and to page 7 of the Seattle agreement containing the wage scale for foremen in Seattle—scales being lower.

I also want to direct the Commission's attention to the same page 5 of the San Francisco agreement containing the wages for Cooks and Cooks Helpers and Bakers; to page 7 of the Seattle agreement where the wage scales appear for Cooks and Bakers—and the wage scales there are also lower.

These wage scales can be determined by comparison of these two agreements, and it won't be necessary for me to identify them any other than that, I don't think.

I also want to point out with respect to certain conditions that exist in the San Francisco and Seattle operations, which will appear by the reading of the two agreements.

By Mr. Resner:

Q. Well, as I understand it, you offered the San Francisco agreement and that was rejected?

A. (Mr. Rendon) Yes.

Q. What was the position of the union with respect to these Claimants? Today, with respect to these operations in Alaska, are they willing to go to work? and, if so, under what conditions?

A. Through our membership I can say until the present time our members are willing to go for 1939 wages and conditions of San Francisco. And that

(Testimony of Vincent Rendon.)

is the offers we give to the Canned Salmon Industry to the last, May 29th.

By Referee Roden:

Q. When did you say you made that offer?

A. May 29th.

By Mr. Resner:

Q. That was for the season commencing when?

A. Commencing of this season, of 1940.

Q. I know, but when did the operations start up there?

A. That depends sometimes to the companies when they open—sometimes June and sometimes May, I don't know exactly when was the definite date.

Q. Mr. Resner: I think those are all the questions I have to ask Mr. Rendon. If any of you gentlemen have any you can ask at this time? [28]

Cross Examination

By Mr. Madison:

Q. I would like to ask a question or two, Mr. Rendon. You say you offered to sign on the San Francisco wage scale on May 29th? A. Yes.

Q. To whom did you make that offer?

A. To Van Hoevenberg.

Q. You made that offer to Mr. Van Hoevenberg in Seattle? A. In Seattle.

Q. Did you conduct all the negotiations with regard to the cannery workers contract in Seattle with Mr. Van Hoevenberg?

A. That is what Mr. Van Hoevenberg told us, that all negotiations will be carried in Seattle, be-

(Testimony of Vincent Rendon.)

cause the Canned Salmon Industry—they say that is representing by so many companies, including the Alaska Packers, the Red Salmon, and then the Alaska Salmon.

Q. What I asked you was, you did carry on all your negotiations in Seattle? A. Yes.

Q. Did you have any negotiations in San Francisco with Mr. Paul St. Sure?

A. Yes, with wage scale.

Q. How many meetings did you have with Van Hoevenberg and Mr. Paul St. Sure?

A. I think in Seattle it is 18 meetings.

Q. 18 meetings in Seattle?

A. While I was in Seattle. But I don't know if they have any meeting when I was not there.

Q. In other words, you don't know how many meetings they had, but you know they had at least 18 because you were there. And when *was you* had, do you recall, approximately?

A. That is on March 7th.

Q. And when was the last meeting you had up there, if you recall, approximately?

A. That is May 29th.

Q. When you made this offer about going on the San Francisco 1939 wage scale? A. Yes.

Q. And how many meetings did you have in San Francisco at which you were present?

A. While I was here in San Francisco I met Mr. Moore about three times, and then one Mr. Paul St. Sure.

Q. That is, four meetings altogether or three meetings altogether? A. Four meetings.

(Testimony of Vincent Rendon.)

Q. Four meetings altogether. One with Mr. St. Sure and the other three with Mr. Moore?

A. Mr. Moore. [29]

Q. What was discussed at the meetings in San Francisco with Mr. Moore and Mr. St. Sure?

A. We cannot discuss. I told them that we cannot discuss about the agreement. The only discussion that we can make to the Company is the Manning scale and improvement.

Q. Will you explain to me what the Manning Scale is? I am not familiar with it.

A. You see, in the canneries sometimes they carry for one line 42 men, sometimes 44, and then in five lines in some canneries they carry 150, sometimes 160. That is what we have to contact the companies about, the Manning Scale—how many men they are going to employ in this season.

Q. In other words, the number of men it is necessary to man the line? That is what they call the Manning Scale? A. Yes, sir.

Q. Now, what did the unions contend as to the number of men that would be required?

A. We don't contend anything. The only things that we are asking sometimes to the companies that they need some more men in a certain place to carry on the production because of the speed of their machinery.

Q. In other words, you had a feeling unless the companies had enough men that they would speed

(Testimony of Vincent Rendon.)

up the machinery and make your fellows work harder, is that it? A. No.

Q. Will you explain it to me? I don't want to put words in your mouth.

A. Well, you see, in some of their canneries they had 120 to 150 can a minute, and some canners 145. To keep up their speed of their machine required more men.

Q. Required more men? A. Yes.

Q. What was the company contending? Did they contend they needed more men or fewer men?

A. Sometimes the companies say they cannot hire any more men.

Q. And you felt they should hire some more men?

A. Yes, I feel to keep up the speed of this machinery.

Q. They should hire additional men, you felt?

A. Yes.

Q. And so the discussions you had with Mr. Moore and Mr. St. Sure were in regards to how many men should be hired to go up there?

A. Yes, sir.

Q. And the Company wanted a certain number and the unions felt they should hire more. Was that the way the matter was discussed?

A. The Company sometimes say they cannot add more men. Well, the unions, we cannot insist because the company is the one that pays. [30]

Q. I know that. In these discussions you had these discussions, you say, lasted an hour or two hours. There was some discussion, wasn't there, as to how many men should be hired? A. Yes.

(Testimony of Vincent Rendon.)

Q. And you contended they should hire more than they wanted to hire, wasn't that it?

A. Well, I was to tell to the Company that we can't keep up the speed of your machine. You have to hire some more men so to put up more production in your plants.

Q. And the companies felt the men they wanted to hire were enough to keep up the production?

A. Yes.

Q. That is correct. So the discussion centered around that *particul* subject?

A. Yes. And sometimes about the quarters, the living, where we lived at. Sometimes we don't have enough beds to sleep, or sometimes the houses is not fit to live a human being?

Q. I understand. And you were contending you should have more beds?

A. No. We contended that the help should have better quarters.

Q. The men should have better quarters?

A. Yes.

Q. And the company was taking the position the quarters you had were adequate for the purpose?

A. Yes.

Q. So you had some discussion about that?

A. Yes.

Q. And did you have those discussions with Mr. St. Sure and Mr. Moore here? A. Yes.

Q. During those four meetings you had?

A. Yes.

(Testimony of Vincent Rendon.)

Q. Was there anything else discussed at those meetings?

A. I think that is all that I can remember.

Q. How long would you say those meetings were? Those four meetings on the average?

A. Well, sometimes we stay for half an hour, sometimes an hour and half, and then one we stayed over two hours with Mr. Jones and Mr. Kellogg.

Q. That lasted how long, the one with Kellog?

A. Over than two hours, because those superintend the companies operation in Alaska.

Q. In Seattle you had these meetings with Mr. Van Hoevenberg and Mr. Ellsworth. You had 18 meetings, you say. What was diacussed at those meetings? Wages was discussed, for one thing?

A. Wages, No.

Q. Wages were not discussed?

A. Was not discussed. The only discussion we have is the wording of the contract. [31]

Q. The only discussion you had was the wording of the contract? A. Yes.

Q. What provisions of the contract did you discuss?

A. Like previous years—the union, who have the right to ship our men in Alaska? Our members. But this year the company—Mr. Van Hoevenberg and Mr. Ellsworth there—was telling us they are going to put their own men to do the hiring of the men.

Q. Explain that to me again? What you say at first there?

(Testimony of Vincent Rendon.)

A. Previous year we are sending our own men.

Q. You sent your own men. In other words, you picked out the men who were to go under the contract?

A. They are members of our union, surely.

Q. In other words, you check me if I am wrong, the practice has been in the last three or four years for your union to make a contract with the employers. Prior to this year it was with employer separately? A. Yes.

Q. With the Alaska Packers, for instance?

A. Well, you see, we did not mention the name of the companies in Seattle. Van Hoevenberg was negotiating the agreement for the whole Canned Salmon Industry. And then he was always contending that the companies would hire the men.

Q. He contended the company would have the right to pick out the men? A. Yes.

Q. So long as they are members of your union, of course?

A. Well, there is a provision of their contract. It says there in 1939 that the companies have a right to put their own men on and then the unions give them some kind of permit card to work in the industry. But in San Francisco—we don't have that provision here in San Francisco.

Q. In San Francisco the Union picks out the men?

A. We send the men and the companies will tell us only that they need four hundred and we will give them the four hundred.

(Testimony of Vincent Rendon.)

Q. And you send them down to the boat and they get aboard the boat and go to Alaska?

A. No. They go in the boat and the companies will distribute them their bands and everything. And the company stewart says he is all right. If the company doctor says he is no good—he has some kind of sickness.

Q. He is taken off and another man put in his place? A. Yes. [32]

Q. And that medical examination, that doctor examination, is done here in San Francisco?

A. San Francisco.

Q. Before the men get on the vessel or the time they get on the vessel?

A. The time they go in the vessel.

Q. Now, what else did you discuss up there in Seattle? What other wording?

A. We discussed about the wages twice, but always Mr. Hoevenberg has refused they would operate Alaska if there will be an additional expenses for it more than 1939 Seattle.

Q. In other words, he took the position that they could not pay any more than they had paid in Seattle in 1939? A. Yes.

Q. And that was less than they paid in San Francisco in 1939? A. Yes.

Q. In other words, the Seattle Canneries had a better deal with the union than San Francisco?

A. I don't say that we have a better deal here.

Q. They get better wages? Put it that way?

A. No, we have the same wages in Bristol Bay.

(Testimony of Vincent Rendon.)

Q. What about Central Alaska?

A. Central Alaska? That is only about ten dollars, a little bit higher, but the way we take that position, we ask for ten dollars more because they are using—they don't buy the fish there. They have a truck and they just take the fish right there in that trap.

Q. Well, the fact of the matter is, though, the wages the Seattle operators had to pay in 1939 were not as much as the wages which the San Francisco operators had to pay in 1939? Isn't that right?

A. I don't think that is it.

Mr. Resner: Yes, that is right as the agreement sets it forth. That is in evidence.

By Mr. Madison:

Q. Well, now, the question of wages. As I understand it, Mr. Van Hoevenberg took the position that the canneries were not able to pay any more than the 1939 Seattle wages, or at least they would not pay it?

A. No. He take his position to take it or else, "If you don't take that wages we will close the operations, and then you fellows will be out of work."

Q. And you took the position that you would not work except on the basis of the 1940 proposed contract which you gave?

A. No. Our position here is to accept the 1939 of San Francisco wages. [33]

Q. When did you first tell them that?

A. The first time? In March 8th they told me

(Testimony of Vincent Rendon.)

that it is 1939 wages. I misunderstood, myself: I sent a wire here in San Francisco that the companies they are offering the 1939 wages and conditions. But after the next day I find from them what this 1939 wages and conditions is. They say that it Seattle.

Q. What?

A. Seattle wages and conditions. Because I want to clarify that because our membership here in San Francisco want to go on 1939 of San Francisco wages and conditions.

Q. I understand that you submitted to Von Hoevenberg an offer on May 29th to accept San Francisco 1939 wages, is that correct?

A. Yes, sir.

Q. Did you ever tell Mr. Von Hoevenberg before that you would accept 1939 San Francisco wages?

A. No, because his position was to take it or else.

Mr. Resner: When you say that, you are referring to the Seattle Scale?

By Mr. Madison:

Yes.

Q. Take the Seattle wage scale, and nothing else?

A. And nothing else.

Q. And you never made any offer to Mr. St. Sure or Mr. Moore down here in regard to taking the 1939 San Francisco wage scale?

A. We did once. That was on April the 3rd when they give us the ultimatum of Chignik and Karluk. Yes.

(Testimony of Vincent Rendon.)

Q. That is the Central Alaska operation? The one that leaves the 1st. A. Yes.

Q. And, you say, at that time?

A. That we like to sign San Francisco. We like to sign a memorandum agreement not less than 1939.

Q. Not less than 1939?

A. Not less than 1939 wages and conditions.

Q. San Francisco? A. San Francisco.

Q. What do you mean, not less than that? How would you ever determine the wages if you had it "not less than"?

A. Because you would have a contract off them for 1939. That is a hundred. That is, not less than 1939. That is a hundred dollars and ninety dollars.

Q. How would you determine the wages? You say not less than something. How would you determine how much they would be? [34] Do I make myself clear? I guess not. Let me ask you the question this way. Do I understand that you told Mr. St. Sure on April 3rd that you would go to Alaska for the San Francisco 1939 wages?

A. Yes.

Q. You say not less than that. You mean you would go for those wages?

A. No. We will go for it, but if they will offer us ninety nine dollars we won't go for it. But if they will offer the same wages—a hundred dollars and ninety dollars, 1939—we will go for that.

Q. You will go for that? A. Yes.

Q. You told that to Mr. St. Sure?

A. I told him that. I told that to Mr. Moore.

(Testimony of Vincent Rendon.)

Q. You told that on the meeting of April 3rd?

A. That is the last meeting that we had.

Q. That is the last meeting you had with Mr. Moore? A. Mr. Moore. That is April 3rd.

Q. You never confirmed that by a letter? You never wrote a letter on that? A. No.

Q. Are you sure that wasn't May 3rd? Are you sure it was April 3rd?

A. That may be the deadline, I don't know. What is the date? You say that is the deadline, May 3rd?

By Mr. Resner:

Q. The point is when was this offer made to Mr. St. Sure to sign for 1939 San Francisco wages?

A. That is about? We was there in your office twice, I think. Mr. Moore, he can recall it—in the afternoon and then after six o'clock.

Referee Roden: When was it, Mr. Moore, do you remember?

Mr. Paul St. Sure: May 3rd.

A. (Mr. Rendon) Yes, May 3rd.

By Mr. Madison:

Q. Well, May 3rd, Wasn't that the date when the companies notified you it would be the last day they could sign up if they were going to Bristol Bay?

A. No, I believe that is the Chignik and Karluk.

Q. Now, in going back to this question of whether you were to hire the men, to choose the men to work, or the company were to choose the men to work, I understood you to say that in Seattle companies in the past years had picked out their own men. Is that right? [35] Members of the union?

(Testimony of Vincent Rendon.)

A. No. Sometimes they pick out outside.

Q. Sometimes they pick them out outside?

A. Sometimes they are not members of the union.

Q. But in San Francisco the union, as you have explained, chooses men? Sends them down to the boat under contract, in San Francisco?

A. Yes.

Q. Did you have a discussion with Mr. Von Hoevenberg as to what he wanted and what you wanted in regards to 1940?

A. Well, he says the industry are paying their money. That they want to see that the men that goes to Alaska is a good man.

Q. And you contend that you wanted San Francisco to do it the way you had always done it before?

A. Yes, because our members here they have an experience since 1935.

Q. And how many times was that discussed, do you recall? Three or four or five times?

A. I can not recall how many times, because always we have that discussion.

Q. The same thing was discussed at all the meetings, pretty near?

A. The same thing every day, every time we have meetings, and he always say, "I will accept this, but don't put it into it because I have to bring this to my company. If my company likes it we will bring you back again that they like it. But don't put it into record at all because we are like messenger boys. We have to bring back and forth what they like."

(Testimony of Vincent Rendon.)

Q. Now, did they ever agree? Did you ever reach an agreement on that as to whether you would follow the old way or do it Mr. Van Hoevenberg's way?

A. They always say, "You have to accept this."

Q. Or else? A. Or else.

Q. Now, what else did you discuss besides the wages and question of who hires the men?

A. That is all we discuss, wages and conditions.

Q. What conditions were discussed?

A. The 1939 or the 1940.

Q. Were there any particular conditions other than wages that were discussed? Was there any seniority discussed? Any argument or dispute in regards to seniority? A. No.

Q. Was there any argument or dispute in respect to any conditions except the ones we have already talked about? A. No.

Q. In all these 18 meetings the only two things discussed were wages and methods of hiring the men? A. Yes. [36]

Q. And these meetings lasted, as I understand it, an hour, half an hour?

A. Hour, sometimes, half an hour, sometimes, mostly two hours, and then sometimes they says they don't have no time.

Mr. Madison: No further questions.

(Testimony of Vincent Rendon.)

Examination by Referee Roden:

Q. Have you a copy of the 1939 contract?

A. What is that?

Q. Have you a copy of the 1939 contract?

A. Yes, there is a copy.

Mr. Resner: It is in evidence. The 1939 San Francisco and Seattle agreements are both in evidence. They can be compared with reference to wages and conditions.

By Mr. Madison:

Q. Could I ask one more question? I want to make it clear you never did reach an agreement with these people in Seattle, did you?

A. The last meeting that we have we have an agreement to them of this 1939 of Seattle. And then they give us some kind of a raise to the kitchen personnel, but not to the canneries cannery workers.

Q. So you really never did reach an accord?

A. We did reach.

Q. You did reach an agreement? A. Sure.

Q. When did you reach it? The last meeting in Seattle?

A. The last meeting, I forget the date.

Q. You say the last meeting was May 29th?

A. No, that is not—yes, May 29th.

Q. And you reached an agreement with them?

A. Yes. We sent a man, already, in Alaska.

Q. That is, in regard to the people in Seattle.

A. Yes.

Q. But I am talking now about the people in

(Testimony of Vincent Rendon.)

San Francisco. A. You don't use us here.

Q. You never did reach an agreement?

A. No. Well, we did. We have an agreement to the Canned Salmon Industry.

Q. In regard to the Seattle workers?

A. No, that includes Seattle, Portland, and San Francisco.

By Mr. Resner:

Q. But they are not using anybody from the San Francisco operation?

A. (Mr. Rendon) No. They are not using anybody from the San Francisco union. [37]

By Mr. Madison:

Q. Is it your contention the agreement you made, signed in Seattle, was to cover San Francisco also? A. Yes.

Q. That was your intention in signing the agreement that the agreement was to cover San Francisco also?

A. That it includes San Francisco, what contract we have now.

Q. The contract you have now includes San Francisco? A. Yes, includes San Francisco.

Q. And you made that agreement with Van Hoevenberg on May 29th? A. Yes.

By Mr. Resner:

There is some confusion here. I don't think you understood, Mr. Rendon. There wasn't any agreement signed for the San Francisco operations here, was there?

(Testimony of Vincent Rendon.)

A. No. But when I left there I did not sign the contract but I left my word.

Q. *We're* are not talking about what you did. We are talking about the union. The union didn't sign for the San Francisco operation this year, did they? A. No, because the companies here!

Q. They wouldn't accept the San Francisco 1939 wage scale? Is that right? A. Yes.

Q. The contract that was signed in Seattle was for the operation from Seattle, was it not?

A. No. There is a provision that what wages and conditions of San Francisco 1939 were it won't be taking away from them by signing this.

Q. In other words, if there was some work done from San Francisco which had the same wages and conditions that previously existed for San Francisco that would apply then to the operation of this port? A. Yes.

Mr. Resner: I think the best way to *it* it is by reference to the contract.

Mr. Madison: Have you got a copy of the 1940 Seattle contract?

Mr. Resner: I haven't a copy of it. As I understand it, a memorandum was to be added to that in case it could be arrived a. for the San Francisco wage scale, and that was never arrived at. [38]

Mr. St. Sure: My recollection was there was a provision *there* wages for San Francisco were still to be negotiated.

Mr. Resner: That is true, but when Mr. Rendon

(Testimony of Vincent Rendon.)

speaks of coastwise agreements here he is talking about agreements for the three locals,—Seattle, Portland, and San Francisco—where uniform wages and conditions do apply. There are many instances it does. And if there were any differences where San Francisco had superior wages and conditions those were to be separately agreed upon for the operations. Is that correct?

Redirect Examination

By Mr. Resner:

Q. Is what I say your understanding of the situation, Mr. Rendon? Did you hear what I said?

A. Yes.

Q. Is that your understanding of the situation?

A. Yes, that is my understanding.

Q. I want to ask you these additional questions. When Mr. Madison asked you these questions about the Manning Scale with regard to the operations in Seattle the union from San Francisco took the position, did it, that there was a speed up and that, therefore, the operation was undermanned? Is that what your testimony was?

A. Yes. Because previous years they was running to their machinery two hundred and fifteen can in a minute, but this year the Red Salmon and some of the Alaska Packers told me they are going to run to two hundred forty-five or two hundred sixty-five.

Q. In other words, they were going to increase their production from San Francisco and because

(Testimony of Vincent Rendon.)

you knew they were to up their production you asked for an increase of the Manning Scale:

A. For increase of Manning Scale.

Q. I want to ask you this. Did the union ever declare a strike for the present season against the companies? A. Never.

Q. The season starts in Central Alaska approximately when? The Bristol Bay season starts on the 5th of May every year? 1940? Is that right?

A. Yes.

Mr. Madison: What was this? Judicial notice?

Mr. Resner: When the season starts, May 5th. (Indicating) These are the Commission's dates.

Referee Roden: Yes. [39]

Mr. Madison: The Commission has fixed those dates?

Referee Roden: Yes.

By Mr. Resner:

Q. Immediately prior to May 5, 1940, did your union, Local No. 5, have any workers employed at Bristol Bay? A. No.

Q. When was the last time you had workers employed at Bristol Bay?

A. That is in August, 1939.

Q. August, 1939. That was when the 1939 season expired? Your contract expired?

A. Yes.

Q. And from that time down to May 5th of this year you haven't had any workers there?

A. No.

(Testimony of Vincent Rendon.)

Q. Is the same situation true of Central Alaska, Southern?

A. I don't mean Central Alaska. They might use the residents.

Q. Your people? What other operation do they engage in besides the Bristol Bay one?

A. That is Central Alaska and Chignik and Karluk. That is all we have here in San Francisco.

Q. Referring to what is described as the Alaska Peninsula operation, you send workers there every year, do you not?

A. That is, I don't know what they call that, that is the Peninsula or Chignik and Karluk—I don't know what District that is in Alaska, whether that is Central Alaska or the Peninsula, I don't know.

Mr. Paul St. Sure: We call it Central Alaska. I don't know what they do.

Mr. Resner: The Commission has fixed the dates of the industry; and, apparently, the description given by the Alaska Unemployment Commission is different from the ones we include in our grading.

Mr. Madison: They must be familiar up there with which canneries fall in which District.

Mr. Resner: That is right. I wonder if you could give us this for the Alaska Peninsula operations?

Referee Roden: Alaska Peninsula takes in Chignik. Karluk is on Kodiak Island.

By Mr. Resner:

Q. Now, referring then, Mr. Rendon, to the

(Testimony of Vincent Rendon.)

Alaska Peninsula operation, that is Chignik, prior to April 1st of this year did you have any workers employed in the canneries there? A. No. [40]

Q. When was the last time you had workers employed in that operation?

A. The last time we have there is September.

Q. 1939? A. 1939.

By Referee Roden:

Q. That is where? At Chignik?

A. Chignik.

Q. & Referring to Kodiac Island?

A. You see, in Kodiac I think that is September and in Chignik is October was the date.

Q. The Alaska Peninsula season is April 1st to September 10th, that is Chignik? A. Yes.

Q. You had nobody employed this year prior to the opening of the season, and the last man you had employed at Alaska was at the end of the last year's season? That is correct? A. Yes.

By Mr. Resner:

Q. That is true of all your operations where your union sends workers to Alaska? A. Yes.

Q. The last time you had workers of any kind was last season? You never sent them at all this season? A. No.

Mr. Resner: In 1939 whenever they stopped work. I am just referring to the seasonal periods as they are described by this Commission.

Mr. Oliver: Yes. That is what you mean? (Indicating)

(Testimony of Vincent Rendon.)

Mr. Resner: No. I mean in addition to that if it is different. The fact the last time they had workers employed in Alaska was when the last season closed, the 1939 season closed.

Mr. Oliver: Irrespective of whether that corresponds with the similar date?

Mr. Resner: Yes, I just referred to this as a matter of convenience.

By Mr. Resner:

Q. In other words, you didn't have any workers at all in the 1940 season in Alaska from San Francisco? A. (Mr. Rendon) No.

Q. And you didn't declare a strike from San Francisco? A. No.

Q. Are you willing to go now on the basis of the 1939 San Francisco agreement? A. Yes.

Q. All these men I see are members of your union?

A. Yes, they are all members of the union; and they are willing to go now or tomorrow if the companies will pay the 1939 wages and conditions. [41]

By Referee Roden:

Q. The reason you are not up there now is because the Company will not pay you 1939 wages?

A. Yes.

Q. Is that the only issue?

A. That is the only issue.

By Mr. Resner:

Q. In other words, these men are ready to sail

(Testimony of Vincent Rendon.)

tomorrow on the basis of the 1939 San Francisco wage scale? Is that right?

A. Yes, that is right.

Mr. Resner: Any other questions?

That is all unless you have some questions, Mr. Referee?

I want to offer at this time some evidence on the basis of the curtailment with regard to the present salmon season in Alaska, Mr. Referee; and, I think, these are things that we can also take judicial notice of. I don't suppose Counsel for the Packers will have any objection to having them introduced?

Regulations of the Secretary of the Interior—I only have these copies. I only have one copy of each, though. I want to point to the 1939 Regulations, Page 11, Paragraph 18, that has reference to the 60 hour closed period weekly; and on Page 12 * * *

Mr. Madison: What is the first page?

Mr. Resner: Page 11 of the 1939 Regulations, Paragraph 18 on that page running over to the top of Page 12. There is, as I say, 60 hours weekly.

And then I want on the 1940 Regulations to draw attention on Page 11, Paragraph 18, extending and enlarging the closed weekly period to 84 hours. In other words, the closed season is increased 24 hours a week. And then, on the same Page 11 of the 1940 Regulations, Paragraph 19 (b) dealing with the closing of certain fishing areas described there.

(Testimony of Vincent Rendon.)

I assume that the Commission will take judicial notice of these regulations.

I would like to introduce them into evidence at this time. They are together. One is inside the other. (Indicating) [42]

Referee Roden: Yes.

Mr. Resner: I want to call Mr. Whaley.

MR. MORRIS WHALEY,

557 Clipper Street, San Francisco, California, being duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. Will you give us your name and address, please?

A. Morris Whaley, 557 Clipper Street.

Q. You are a member of Local 5, Alaska Cannery Workers Union? A. Yes, sir.

Q. You are Chairman of the Negotiating Union for this season, in San Francisco?

A. Yes, sir.

Q. And you have been a member of the union for how long? A. Since 1938.

Q. Were you a member of the Negotiating Committee last year? A. Yes.

Q. Now, I want to direct your attention to the negotiations here in San Francisco. You and your Committee met from time to time with the representatives of the Packers?

(Testimony of Morris Whaley.)

A. That is right.

Q. Who did you meet with?

A. We met with Mr. St. Sure and Mr. Moore.

Q. These are the Gentlemen across the table from me? The attorneys for the Packers?

A. Yes, sir.

Q. Can you recall when the first meeting was?

A. Well, sometime in March. We started in March, and we had four or five meetings. I think there was only two meetings there where we discussed mostly Manning Scale and general conditions.

Q. Discussed mostly Manning Scale?

A. And general conditions.

Q. Manning Scale and general conditions?

A. Yes.

Q. How many meetings did you have here in San Francisco with your local?

A. I would say five or six.

Q. And, as I understand the situation, the question of the wage negotiations were transferred to Seattle, were they not, where an attempt was made to get a coastwise agreement?

A. That is correct. We were merely handling the personnel and the conditions down here.

Q. That is right. Now then, as I understand it also, what was the position of your union with respect to wage scales for this season?

A. Everything relating to wages we had turned over to the Seattle Committee. [43]

(Testimony of Morris Whaley.)

Q. With what instructions? What did the union want this year?

A. Well, we went up. There was a deadline issued on the Chignik and Karluk operations by Mr. St. Sure, and we went over there to discuss a memorandum of agreement to take these workers up to Chignik and Karluk. And we had offered the 1939 San Francisco agreement to apply to these workers—nothing worse than that!

Q. Nothing less than the 1939 wage scale from San Francisco? A. Yes.

Q. Did you offer the negotiators, the representatives for the operators, the 1939 San Francisco wage scale? A. That is right.

Q. Can you tell us when and where that was who was present?

A. Well, we had our attorney with us, and we went down.

Q. You are referring now to Mr. Anderson, are you?

A. Yes, George Anderson. And we went down there, and the Packers.

Q. When you say you went down there, you went to their office on California Street?

A. To Mr. St. Sure's office, yes. And we went in there to discuss. And they had told us they were not shipping any men, so we figured there was no necessity for a memorandum of agreement; so, the result was we just didn't sign any.

Q. At that meeting did they say they weren't going?

(Testimony of Morris Whaley.)

A. None of our men from San Francisco were going.

Q. They said they didn't intend to send any men from San Francisco?

A. That is right.

Q. At that time did you offer the San Francisco wage scale to Mr. St. Sure? A. Yes.

Q. Who else were there for the Packers?

A. Mr. Moore.

Q. And yourselves? Who was there?

A. Well, the complete Negotiating Committee—Brother Noland and Brother Acosta.

Q. Vargas? A. And Vargas.

Q. Cano? A. And Cano.

Q. And Livingston? A. Livingston.

Q. And Wellman?

A. And Wellman, yes.

Q. You heard Mr. Rendon's testimony with regard to whether a strike situation exists. Has the union called a strike against the Packers?

A. Well, we haven't even discussed the agreement. All we were doing was negotiating, like I say, personnel and conditions. [44]

Q. In other words, you were trying to get an agreement and you couldn't get it? Is that right?

A. That is right.

Q. What is the attitude of the men about going to Alaska?

A. Well, the men are tickled to death to go on 1939.

(Testimony of Morris Whaley.)

Q. On the 1939 wage scale conditions?

A. Yes.

Q. And are ready to go today or tomorrow?

A. Correct.

Q. And that is the position of the union, too?

A. That is right.

Q. Were you at a meeting on March 27th at 230 California Street with Mr. Moore and Mr. St. Sure?

A. March 27th? Yes, that was the meeting.

Q. Mr. Moore and Mr. St. Sure. Do you recall any conversation at that time? Any statement by Mr. St. Sure with respect to the curtailment affecting the operations?

A. Well, I know we asked Mr. St. Sure several times just how many canneries they intended to operate and the amount of men they would require for these various operations, and he stated, he wasn't ready at this time, he couldn't say they were going to operate at all; and it depended—I forget just what the words were, but the general contention was that the operations was called off for this year. That was the impression we got all the time.

Q. At this particular meeting on March 27th was there any statement by Mr. St. Sure on the subject of the curtailment affecting the operations, that you recall?

A. I made some statement there, but I just don't recall the words.

Q. Who was the Recording Secretary for your Committee? A. Brother Wellman.

(Testimony of Morris Whaley.)

Q. Is he here?

A. I don't know whether he is or not. I can get him if you want?

Q. We can call him later. He took the minutes. Did the representatives of the Packers ever say that they were going to Alaska, in connection with any of these negotiating meetings you had?

A. Well, at no time did they ever give us anything definite. They had sent a few letters to the effect if we didn't take this, get together by such and such a date, why, the operations were going to be cancelled.

Mr. Resner: I think that is all.

Cross Examination

By Mr. Madison:

Q. Mr. Whaley, you weren't in Seattle? You didn't attend any [45] of the meetings in Seattle?

A. No, sir.

Q. Your participation was here in San Francisco? A. Yes.

Q. How many times do you recall, in a general way, you met with Mr. Moore and Mr. St. Sure? Five or six, did you say?

A. Approximately.

Q. Now, did you discuss the wages here at any time? I think you mentioned something about a meeting, I didn't get the date, where you discussed wages?

A. This was on the memorandum agreement.

Q. This was on the memorandum agreement?

A. In other words, they had sent us a notice

(Testimony of Morris Whaley.)

we had to get together by such and such a time or the Chignik and Karluk operations were off. We went over there to—we knew we couldn't get through with the general agreement by then, so we went over to sign a memorandum agreement.

Q. Your idea was you would sign some kind of temporary agreement so as to permit the operations to go forward up to Alaska within the time specified in these letters. Is that it? A. Yes.

Q. What I don't quite understand is whether the negotiating were being conducted at the same time in Seattle?

A. Seattle was handling all the agreement—wages and general agreements, coastwise agreement.

Q. Was it the union's request or the employers' request that the industries requested that the wages be handled in Seattle as against being handled here, as the way they had been in the past years, do you recall that?

A. I recall that. Well, they just got together. The industry was sent a letter, I understand, that we were going to negotiate on a coastwise basis and the companies agreed to it.

Q. And you proceeded? The Committee went up there and proceeded to negotiate?

A. Yes.

Q. This Mr. Rendon, who was on the stand before you, went up there? A. Yes.

Q. And you had a Brother Woolf go up there, did he? A. Yes.

(Testimony of Morris Whaley.)

Q. And they had a negotiation up there?

A. Yes.

Q. Then, when you received the notice, a letter here, from the Industry, from Mr. St. Sure, to the effect that unless something was done before a certain date it looked like the operations wouldn't go forward, then you did come in and discuss wages with Mr. St. Sure. Is that it?

A. No, we merely stated that we could go up under a memorandum of agreement, providing we didn't get anything worse than 1939. [46]

Q. That is what I am getting at. In other words, this memorandum agreement proposal you accepted was there would be a bottom or floor on the wages which wouldn't be any worse than the 1939 agreement. That if something better was negotiated in Seattle for you you would get the benefit of that, too. Was that about the size of it?

A. That was the general understanding.

Q. So, when you said that was your general understanding of the proposal, you mean that?

A. Yes.

Q. So, when you said and when Mr. Rendon said you wouldn't get any worse than 1939, or at least 1939, wages what he meant was that would be the least they would pay. And if they would pay anything more it would be subject to future negotiations. That was about it?

A. In 1939 we had a similar condition and we signed a memorandum of agreement to go up to Chignik and Karluk under certain conditions.

(Testimony of Morris Whaley.)

Q. That you would get the Bristol Bay pay, or something like that?

A. No. We signed nothing worse than 1937. And, on the basis of that, if anything better were negotiated in the present year that would apply to the Chignik and Karluk crews.

Q. Yes. And that year, as I recall it, Seattle had an arbitration up there and something better was given to them after they got up?

A. Yes, fact finding.

Q. And that was the proposition the memorandum agreement your Committee proposed here to Mr. St. Sure was you make a tentative or memorandum agreement. That it be nothing less than San Francisco 1939 wages with the understanding that if more was negotiated later on you would get the benefit of any additional amount that could be negotiated?

A. We were merely doing this so our men wouldn't be deprived of work at Chignik and Karluk; rather than hold the expedition up we were willing to go on the 1939 wages and conditions.

Q. Well, let me get that straight again. Were you willing to go finally on the basis of the 1939 wages and conditions, or did you agree to go on the basis that would be the bottom, that would be the floor, you might get more?

A. The memorandum of agreement was to read this way, that the wages and conditions would not be worse than 1939.

(Testimony of Morris Whaley.)

Q. That is the way it was to read?

A. Yes.

Q. And that was substantially all it was to say?

[47]

A. Well, eventually, if they negotiated in Seattle a few additions to this, well, it would apply to that.

Q. You would get the benefit of those?

A. Yes.

Q. That was my understanding. Did you make that proposition verbally to Mr. St. Sure?

A. Well, we discussed it and the fact that they cancelled the operations due to some other things, I don't know just what were their reasons. But they had arrived at the fact they weren't going to take any of our men.

Q. That is, at Chignik and Karluk.

A. That is right. So, if they weren't going to take any of our men, there was no necessity for a memorandum of agreement. We told Mr. St. Sure that.

Q. So, no offer was made at that time?

A. We?

Q. Did you make an offer? A. Yes.

Q. You made that offer verbally or in writing?

A. Well, we have minutes of the meetings.

Q. I mean, to Mr. St. Sure?

A. That is right.

Q. Verbally?

(Testimony of Morris Whaley.)

By Mr. Resner:

Q. Did you tell it to him or did you write it to him? A. Orally.

By Mr. Madison:

Q. And that was what date, approximately?

A. That was about the dead line for the Chignik and Karluk operations.

Q. Before or after?

A. No, we stayed there a couple of meetings, right in there. And this was before the dead line, of course, we were trying to get the Chignik and Karluk bunch away.

Q. When you speak of the dead line do you speak of the date Mr. St. Sure stated in his letter to the union the deal had to be closed before that date?

A. Or else the operations were off.

Q. And is it before that date he told you, then, the operations were off anyway?

A. Well, they couldn't get together with somebody, I don't know who it was; and, naturally, we didn't have to sign any memorandum agreement.

Mr. Madison: That is all.

Redirect Examination

By Mr. Resner:

Q. I want to ask you with respect to Mr. Rendon's testimony as to your union having employes in Alaska for those operators at any [48] time during the present season?

A. No, we haven't.

(Testimony of Morris Whaley.)

Q. The last time you worked up there or your men worked up there was last season, as Mr. Rendon testified? A. That is right.

Q. There is no strike situation in Alaska at the present time so far as your union is concerned?

A. No. Our agreement was terminated at the end of last season.

Q. This year you were trying to get this new agreement, as you have testified?

A. That is right.

Examination by Referee Roden:

Q. The contract is made for just one season, isn't it? A. Yes.

Q. Now, you say, Mr. Whaley, that the operators at Karluk and Chignik had decided not to take any of your men. That means men from San Francisco? A. That is right.

Q. Now, how do you know that they had decided not to take any men from San Francisco?

A. Well, this dead line was for——

Q. Karluk and Chignik?

A. I don't know the dates on this. The dead line was around May 3rd, I think it was.

Mr. Resner: I have a letter which I am going to offer in evidence later, Mr. Referee, dated April 22nd, written and signed by Mr. Moore, where he said, "Those operations have been abandoned because of inability to reach an agreement with the union."

I am going to offer a series of letters in evidence.

(Testimony of Morris Whaley.)

A. (Mr. Whaley): But, in answer to this question, our men weren't going up on the first boat, you see. We figured the men were going to get up on the first boat and, naturally, we wanted them to get away as quick as possible; so, we were willing to sign this memorandum of agreement.

By Referee Roden:

Q. And they wouldn't take that?

A. No. None of our men were going so we, naturally, figured the agreement was off.

Q. And what did they say about this memorandum agreement?

A. Well, none of our men were going on the first boat which, I think, was the Cherokoff. They said "Well, your men are not going up on there, but they will be governed by what is ultimately signed in Seattle." [49]

Q. Did they say why your men were not going up?

A. They claimed they might lay around there for a month, or something. I don't know what reason they give. In other words, our men weren't to go on the first boat, so we had no necessity to sign this agreement.

Q. And all you were negotiating about down there was about the manning of the different lines?

A. That is right.

Q. Anything else?

A. And general conditions.

Q. That means living conditions?

A. That is right.

(Testimony of Morris Whaley.)

Q. Was there any serious dispute about manning the different lines?

A. No. We never had any dispute. We discussed with the various Superintendents, that is Mr. Kellogg and Mr. Jones, the personnel in the Chignik and Karluk canneries; and we went over them in detail a couple of times and we had nothing serious. They had some new machinery they were going to use in some of their other plants. We didn't know just what was the nature of this machinery—how many men it would require.

Q. Did you determine in your union meetings the number of men that should be employed in any particular cannery at any particular line?

A. We discussed that each year with the Packers.

Q. You discussed that with them. Was there any issue about that last year?

A. Not to my knowledge.

Q. Now, you talked about living conditions also?

A. Well, there were a few minor things we wanted fixed up around the bunk houses, not nothing serious, though. The Packers never argue much with us about those things.

Q. Now, is it your impression that the operators here in San Francisco discriminated against you in favor of the employees in the Territory?

A. Now, my whole understanding of the whole thing since we have started negotiations was that the operations were off. I somehow felt that.

(Testimony of Morris Whaley.)

Q. What made you feel so?

A. Well, on account of this curtailment business. There is a lot of talk about curtailment, and we on the Negotiating Committee felt that the Packers didn't really intend to go.

Q. How do you know whether or not they have gone to Karluk?

A. Well, Karluk and Chignik.

Q. They haven't gone to Karluk and Chignik?

A. No, they haven't sent anybody. [50]

Q. Sent nobody from Seattle, either?

A. No.

Q. Why didn't they send anybody to Karluk from Seattle?

A. As I understand it, the plants were just closed down. They are not going to operate this year at all. That is the understanding we have.

Q. Do you know the reason why not?

A. Well, I understand there is a curtailment. That is the understanding we have.

Recross Examination

By Mr. Madison:

Q. Could I ask a question apropos of the last question? The Examiner asked you, Mr. Roden asked you, if there was any discrimination against your union on the part of the operators. Well, there has been no contentions of that kind at all, has there, as far as discrimination is concerned?

A. Well, the fact we didn't go to work.

(Testimony of Morris Whaley.)

Q. Well, nobody else, these operators have hired nobody else in your place?

A. Not to my knowledge.

Q. The Members of your union manned their entire operation? That is, the operation you generally manned, last season? Did you not?

A. We didn't send any this year.

Q. Last season? A. Yes.

Q. And the season before? A. Yes.

Q. And the last two seasons before that? That is, 1936, 1937, 1938 and 1939? A. Yes.

Q. You have always had a contract, your union, with each one of these three canneries, haven't you, those four years? A. That is right.

Q. And under that contract those men have gone up there each season and worked? Done the cannery workers job called for by the contract?

A. Yes.

Q. And now, this year, these negotiations took place and upon your suggestion, according to a letter, you took the wage angle of the thing up to Seattle and negotiated it up there with a representative of the industry. That is correct, isn't it?

A. Yes.

Q. Some of the other conditions were still negotiated down here, that is, the Manning Scale and these bunk conditions and other working conditions for the men, living conditions. Now, you never heard, did you, of any wish or any desire or any effort on the part of the operators to hire any men out of Seattle to go? There have been no

(Testimony of Morris Whaley.)

sessions of that kind you ever heard of, was there?

A. You mean?

Q. Of the operators here to hire men out of Seattle? A. No. [51]

Mr. Resner: You mean, to take the place of the San Francisco men who have ordinarily done this work from year to year?

Mr. Madison: Yes. I am only asking that for Mr. Roden's benefit, because he seemed to have some feeling, possibly, moving the thing to Seattle there had been some discrimination.

By Mr. Madison:

Q. Your answer is you never heard of any session of that kind?

A. (Mr. Whaley): No.

Q. And, as a matter of fact, if the Packers had suggested or allowed men to be hired out of there you wouldn't have allowed those men to go, would you?

A. Well, in previous years we have always negotiated an agreement to go to Alaska and this year we didn't go to Alaska; so, we don't know just what our status is.

Q. You don't mean to suggest here that the Cannery Workers Union of the Seattle Local would have sent men up there to take the place of men in San Francisco? You don't concede anything of that kind would have been permitted by the union, do you?

By Mr. Resner:

Q. Suppose the canners had tried to man the

(Testimony of Morris Whaley.)

operation that ordinarily is manned from San Francisco with Seattle people? What would the position of your people in Seattle have been?

A. We wouldn't like it.

Q. In addition to the fact you wouldn't like it, would the Seattle people have gone to Alaska?

A. I can't answer for the Seattle people.

Q. The Seattle Local would have to decide that for itself.

A. (No answer.)

Mr. Madison: I guess that has been cleared up. I don't know whether to ask this of Counsel or this witness, but it is very clear, Counsel, the curtailment to which you have reference to only applies to Bristol Bay and doesn't apply to Chignik or Karluk.

Mr. Resner: It applies, as I understand it—the Regulations are there. They speak for themselves.

Mr. Madison: Do you know anything about that? About the curtailment? [52]

Referee Roden: The regulations, themselves, speak for that, of course.

Redirect Examination

By Mr. Resner:

Q. Let's get this straight, Mr. Whaley, as a matter of fact, year to year the San Francisco people generally go back to the same canneries they worked before. Some canneries are worked out of San Francisco, certain out of Portland, and certain out of Seattle? A. That is correct.

Q. And the three unions are all members of the

(Testimony of Morris Whaley.)

International Union, United Cannery Workers, Local No. 5 of San Francisco, Local No. 7 of Seattle, and what Local in Portland? A. No. 22-6.

Q. They each have canneries where they go from year to year? A. That is right.

Q. And you have always negotiated your own agreement here in San Francisco for your San Francisco operated plants?

A. That is right.

Q. This year you tried to get a coastwise agreement and so the wage proposition and other matters were turned over to the Negotiations Committee in Seattle to determine with the industry?

A. Yes.

Q. There were some matters peculiar to San Francisco left here to be negotiated in a memorandum agreement to be attached to the main agreement, if it could be arrived at? Is that right?

A. On the coastwise negotiation. You would need a Committee here to determine the Manning Scale, because the Superintendents of the various canneries have to have certain amount of men for their operations, and that it negotiated here, regardless.

Q. Regardless of what is done there. But you wanted to get uniform coastwise conditions on the question of wages and general conditions?

A. Yes.

Q. Leaving Manning to San Francisco negotiations? A. That is right.

Q. And then the operators up in Seattle offered

(Testimony of Morris Whaley.)

the Seattle wage scale for the whole industry, no matter whether the canneries were operated from San Francisco or Seattle or Portland?

A. Yes.

Q. And you instructed your Negotiating Committee up there to hold off for the San Francisco wage scale, at least?

A. That is right, at least.

Q. And you offered to negotiate or agree upon the San Francisco wage scale in a separate memorandum agreement. [53] That is the meeting you referred to held sometime in the latter part of—when was that with Mr. St. Sure?

A. Right around the dead line there, I don't know the date.

Referee Roden: March 27th, I believe.

By Mr. Resner:

Q. You wouldn't arrive at that agreement anyhow?

A. Well, they weren't going to send any of our men.

Q. They told you there wouldn't be any operations from San Francisco, and you didn't go to Karluk or Chignik and you can't go to Bristol Bay? A. Apparently not.

Q. But you are willing to go on the basis of the 1939 agreement. A. (No answer).

Mr. Resner: That is all.

Recross Examination

By Mr. Madison:

Q. I would like to clear this up. If I misun-

(Testimony of Morris Whaley.)

derstood it, I am sorry. Now, I und rstand you came in there about the time you call the dead line here, and you had a meeeting with Mr. St. Sure. And at that time you were prepared, according to your statement, to submit a memorandum agreement, that is right? A. Yes.

Q. That you have nothing less than the 1939 San Francisco wages?

A. That was for the purpose of getting Chignik and Karluk.

Q. That is what date? You fix at what date, about?

A. Well, the dead line was May 3rd, wasn't it?

Mr. Resner: That was the dead line handed down by the canners, the operators.

By Mr. Madison:

Q. Certainly. It wasn't March 27th, was it, you went in there?

A. We were in there before figuring if our men were going to catch the first boat they had to sign this memorandum agreement, because we knew the general agreement was going to take maybe months to negotiate.

Q. This meeting you had where you went in and made an offer of a memorandum agreement, that wasn't March 27th, was it?

A. I can get the dates.

Mr. Madison: Show him the letters. It wasn't March 27th.

Mr. Resner: It is going to take me a while to find. [54]

(Testimony of Morris Whaley.)

By Mr. Madison:

Q. If the date you call the dead-line date here on Chignik and Karluk was April 10th, then this meeting that you have reference to was on or about April 10th, wasn't it?

A. No, it was before this dead-line.

Q. How many? Day or two?

A. Well, it was in time to get the men away.

Q. Now, at that time what you found out was, wasn't it, that they had planned not to send your men on the first boat? Wasn't that it?

A. The understanding they weren't going to send our men.

Q. On the first boat?

A. No. We asked them specifically. If our men were going we were willing to sign a memorandum of agreement, but if our men weren't going there was no necessity for it.

Q. Were you talking about going at all, or going on the first boat? A. Going at all.

Q. So, your understanding of that meeting that you speak of was that you were told at that time the men were not going at all to Chignik or Karluk?

A. They didn't say that. They said that the reason we brought up the question of this agreement in the first place was the question of hurry. In other words, there was a deadline set and we wanted our men to get away, and we rushed down there with the attorney to talk to Mr. St. Sure to

(Testimony of Morris Whaley.)

draw up this agreement, providing our men were going to go.

Q. Providing there was going to be any operation at all, you mean?

A. That was the understanding we had, that our men weren't going to go.

Q. When you say your men weren't going to go, your understanding was nobody was going to go to Chignik or Karluk?

A. Well, the general understanding was that they weren't going to take cannery workers; so, therefore, we figured the operation was off.

By Referee Roden:

Q. What was that you said? I didn't get you.

A. When they give us this deadline, when we rushed over there, we rushed up and got our attorney and went down and tried to sign a memorandum of agreement, figuring that if our men were going to go we wanted to get them away; and at that meeting it seemed there was something with some other people went wrong or something. Some of the other unions hadn't signed, or something, and they told us at that time our men weren't going. So, we just didn't. There was no necessity for signing the [55] memorandum of agreement.

Q. And that was about how long before the deadline?

A. Well, it was in plenty of time to get away.

Q. You know whether the Karluk canneries and Chignik canneries are running at all this year?

A. No.

(Testimony of Morris Whaley.)

Mr. Resner: I don't think the witness is qualified to answer that question, Mr. Referee?

By Referee Roden:

I am asking if he knows. He can answer that question He can answer yes or no, can't he? If he knows he can say.

A. I don't think they are.

Q. You don't know? A. I don't know.

(Remarks were made off the record.)

Q. What I am trying to get at is this, Mr. Whaley. Did you at any time have the understanding from any interview you had with any of the operators that no men would be shipped from San Francisco?

A. Yes. That was the general feeling we had all the time, that the whole thing was off. That was the general understanding of the members and of the Committee. As a matter of fact, we made a report that the Packers don't seem to want to go this year.

Q. And can you tell me in a few words how you arrived at that opinion, that idea?

A. Well, in previous years when we discussed the agreements we went over and went down and discussed the Manning Scale right down the line; and, well, we went into the thing in little details and we discussed little bits of things. And we discussed quite a long time. And, this year the negotiations weren't conducted that way. They were, well, we discussed for the Manning Scale on several occasions and Mr. St. Sure didn't know. We

(Testimony of Morris Whaley.)

asked them how many canneries he is going to operate and how many men he was going to require. They didn't know until one time they brought in the Superintendent of these two canneries, Chignik and Karluk, and they come in and we discussed Manning Scale. And we figured there might be a possibility we would go. But right after we discussed the Manning Scale nothing else happened and the deadline was approaching, getting closer and closer, and the men got to worrying about the work, you know. And, well, we never heard anything more until we got the deadline.

Q. Let me ask you another question. These negotiations that were [56] carried on, did they leave upon you the impression that they were being carried on in good faith to come to an understanding or simply as a kind of stall or put off proposition?

A. Well, personally, I figured that the Packers weren't going to go. I had that feeling all the time. That was my personal feeling.

By Mr. Resner:

Q. Will you answer the Referee's question whether or not it was your opinion these negotiations were conducted in good faith by the Packers or whether it was a stall?

A. Not like previous years. Well, it didn't seem like we were getting down to brass tacks.

By Referee Roden:

Q. Can you answer my question yes or no?

By Mr. Resner: Were the negotiations conducted in good faith?

(Testimony of Morris Whaley.)

A. Well, so far as I know. I would say so far as we were concerned the general opinion was that the operations were off.

By Referee Roden:

Q. Do you think it was just to keep you guessing?

A. Well, I wouldn't be a bit surprised.

Q. Did you ever make a report of that kind to your organization?

A. Well, the membership just before the deadline of the Chignik and Karluk operations kept asking questions what is happening on the Chignik thing, and we told them, "Well, apparently, the Packers don't want to go." I don't know what the conditions were with the other unions in the industry, but with us we had been over there trying to get these Manning Scales—and until we get Manning Scales we know we are not going.

Q. What happened with reference to Bristol Bay, if anything?

A. Well, Bristol Bay, that was all handled in the coastwise agreement. Of course, if they were going to Bristol Bay, they would discuss the personnel with us.

By Mr. Resner:

Q. You folks didn't sign for Bristol Bay?

A. No. We had no authority to sign anything outside of general conditions.

Q. They are not taking any of your men from Bristol Bay, are they? A. No.

(Testimony of Morris Whaley.)

Q. Let me ask you this, Mr. Whaley. The wage scale for cannery workers is the same for Seattle and Bristol Bay, is it not? A. Yes.

Q. And are the conditions different? Are there any conditions different?

A. No. To my mind I don't think they are.

[57]

Q. Well, substantially, wage conditions and general conditions are the same for both San Francisco and Seattle for Bristol Bay?

A. I have never been at Bristol Bay. I don't know.

Q. The agreement will speak for itself. But you are Union Local 5 and Local 7 is in Seattle?

A. Local 7, yes.

Q. Local 7 is in Seattle. But there aren't any men going from San Francisco to Bristol Bay?

A. No.

Q. And the men are willing to go to Bristol Bay on the same conditions as Seattle, are they not?

A. The men here will go to Bristol Bay on the 1939 agreement.

By Mr. Madison:

Q. 1940 he asked. You said they would go on the same. You mean that Local No. 5 will go on the same conditions as Local No. 7?

Mr. Resner: The same wage conditions.

By Mr. Madison:

Q. The same conditions and contract? I don't know whether they will or not. Will you?

(Testimony of Morris Whaley.)

A. (Mr. Whaley) What was the question again?

By Mr. Resner:

Q. Mr. Madison, you can ask him that. I want to ask him this. What conditions would your people go to Bristol Bay on? That is the question I want to ask you. A. Well, 1939.

Q. 1939 San Francisco agreement?

A. That is right.

Q. But nobody is going from San Francisco to Bristol Bay, so far as you know?

A. We have been notified to the effect they are not going.

Q. That the operation is off.

A. (No answer.)

By Mr. Madison:

Q. Now, I will ask that question. Will your men go to Bristol Bay on the same conditions as the Seattle 1940 agreement?

A. As ultimately signed in 1940?

Q. Yes?

A. Well, I don't even know what they signed up there.

Q. Has there been any discussion about going on those conditions that you have heard?

A. Well, that was the whole contention was to sign a coastwise agreement.

Q. Then, you don't know whether they will go on that basis or not, because you don't know what the conditions are?

(Testimony of Morris Whaley.)

A. As of 1940? No, I don't.

Q. Let me ask you this. So far as in San Francisco the wage and working conditions of 1939, 1938, and 1937 they were substantially [58] the same for Bristol Bay as they were for Central Alaska?

A. Generally they are about the same.

Q. In other words, the same, substantially the same so far as San Francisco is concerned. Now, so far as people who went from Seattle were concerned, those who went to Bristol Bay and those who went to Central Alaska went on the same terms and conditions, didn't they?

A. No, wage differential between Central Alaska and Bristol Bay.

Q. There was a wage differential?

A. That is right.

Q. Now, so far as San Francisco and Seattle are concerned, so far as Local No. 5 and Local No. 7 are concerned, hasn't Local No. 7 always had a lower wage scale than Local No. 5?

A. For the southern, yes.

Q. For the southern. In other words, these operators here have had to pay higher wages than the Seattle operators?

A. They have in the past year.

Q. And isn't that true of Bristol Bay, too?

A. No. Bristol Bay wages are the same.

Q. Seattle and San Francisco wages are the same? A. Yes.

Q. And when we have been discussing it, the same is true of each year, 1939, 1938, and 1937?

(Testimony of Morris Whaley.)

A. Well, I would have to get the agreements for any thing but 1939. I know the 1939 wage agreements for Bristol Bay out of San Francisco and Seattle are the same.

Mr. Madison: That is all.

Referee Roden: Any further questions?

That is all.

Mr. Resner: Mr. Noland.

MR. WILLIAM NOLAND,

2772 Shasta Road, Berkeley, California, being duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. You are a member of Local No. 5, Alaska Cannery Workers Union? A. Yes.

Q. You were a member of the Negotiating Committee this year? A. Yes.

Q. You were on the various meetings with Mr. St. Sure and Mr. Moore, with the Packers?

A. Yes.

Q. Will you answer this question in respect to the negotiations held? Is it your opinion the negotiations were held in good faith or not?

A. I would say from what I saw in the negotiations they weren't held in good faith. [59]

Q. They what?

A. They were not held in good faith.

Q. Why do you say that?

(Testimony of William Noland.)

A. In the first place, we introduced our 1940 contract here through a misunderstanding. At the first meeting Mr. St. Sure told us, "Well, I don't know a thing about the conditions in Alaska. I am unfamiliar with them and I will have to take this contract back to the Packers. But, in the meantime, we might run down through the clauses and compare them with 1939 wherein they were any changes."

And we did that. We asked him for another meeting and I would say, possibly, a week elapsed before we were called. Then, we discussed the 1940 contract again. The answers to the different sections in the different clauses was yes or no. There was no opportunity to discuss the merits of these clauses. And I would say that 80% of the answers were no. And evidence that we offered in argument in favor of these clauses, notes were taken on these, he said, "Well, I will have to take these back to the industry and get their answer on it. I am in no position to say whether it is acceptable or not." And so that was the result of the second meeting.

Then, we informed him that we weren't negotiating wages and working conditions in San Francisco. That would be carried on in Seattle. And that was perfectly agreeable to the industry. At further meetings, of course, we discussed nothing but Manning Scale and living conditions. And those were carried on agreeably. We had no difficulty in those negotiations at all. But I can say

(Testimony of William Noland.)

that in negotiations with other unions that negotiations were carried on in the same way as our first two meetings with them; that their answers in regard to any section or any clause was either yes or no, and negotiations were going on very slowly. And at the time they had issued a dead-line for Chignik and Karluk on the 3rd, with the dead-line of the 10th, they hadn't negotiated to any extent with any of the unions. And they gave them only seven days to reach agreements with about eight different unions in San Francisco; and they couldn't possibly meet with these different unions. And they didn't meet with them more than one time at any time in that one week. With the Ship Clerks and Stewards it might have been two meetings, I don't know, but it was practically impossible to reach an agreement with eight unions in a period of a week.

I would say, on that basis, negotiations were not carried on in good faith in San Francisco. [60]

Q. You have heard the testimony of Mr. Whaley and Mr. Rendon, who are also members of the Negotiating Committee? A. Yes.

Q. Can you corroborate the statements and testimony they have given? A. Yes sir, I can.

Q. Is there anything you want to add to what they have said?

A. Nothing I can think of, unless you want to ask a specific question?

Mr. Resner: Nothing at this time.

Any questions, Mr. Madison?

(Testimony of William Noland.)

Mr. Madison: Yes.

Cross Examination

By Mr. Madison:

Q. Now, you have been on this Negotiating Committee quite a bit, haven't you?

A. Well, just this one year.

Q. This is the first year you have gone up?

A. Yes.

Q. You say you were under the impression negotiations were not carried on in good faith?

A. Yes, sir. That is right.

Q. Did you express yourself to that effect at any of the meetings you attended?

A. I don't think so. I don't think I ever told Mr. St. Sure.

Q. Did you express yourself to any of the other members of the Committee to that effect?

A. Yes, sir.

Q. When?

A. Well, I would say so at numerous times. We met daily. I don't know how many times I said that, but the entire Committee had that general impression.

Q. Did you make a definite statement to that effect that you thought Mr. St. Sure wasn't carrying on his negotiations in good faith?

A. Yes, sir. I made that statement many times.

Q. Had Mr. St. Sure ever negotiated this type of contract before, so far as you knew?

A. He admitted, himself, that he had never negotiated a contract for Alaska Salmon Operations.

(Testimony of William Noland.)

He knew nothing about the industry. I believe, also, that the same statement will be found in a letter he wrote to us.

Q. Have you any reason to doubt the truth of that statement?

A. Well, if he makes that statement, why, I would be inclined to believe him. Why shouldn't I believe him?

Q. I don't know why you shouldn't believe him. I just ask you if you had any reason to doubt that statement? A. No. [61]

Q. Then, you believe he did not know a great deal about this industry?

A. That is correct. He said he didn't.

Q. Now, as I understand it, wages and working conditions were to be negotiated in Seattle?

A. That is correct.

Q. And so far as you know, they were negotiated in Seattle? A. Yes, sir.

Q. Did you attend any of the negotiations up there? A. No, sir.

Q. Have you got any impression as to whether Mr. Van Hoevenberg and Mr. Ellsworth conducted their negotiations in good faith?

A. The only communications we received from up north stated on numerous occasions negotiations up north were not being carried on in good faith, and they were using stalling tactics. We have letters to that effect from up north.

Q. Yourself, you weren't present at any of these meetings up there? A. No.

(Testimony of William Noland.)

Q. Now, the matters you discussed down here with Mr. St. Sure were matters relating to the Manning Scale, were they not, primarily?

A. That is true, other than the first two meetings which I attended at that time which did discuss the proposed 1940 agreement. That was just on two meetings, otherwise.

Q. You testified the major discussion down here, the major things in discussion, were the Manning Scale?

A. Manning Scale and living conditions.

Q. Did you have any particular disputes about the Manning Scale?

A. Well, I would say in our discussions with Kellogg, Jones, and Halsey of Red Salmon, I would say we were very successful. There were no disagreement. We more or less orally agreed to a Manning Scale, but nothing ever definite was given to us.

Q. You had no difficulty at that time reaching an agreement. A. No.

Q. I see. It wasn't definite, they more or less orally agreed?

A. And said they would seriously consider the changes we proposed in their proposed Manning Scale.

Q. What else was discussed down here with Mr. St. Sure and Mr. Moore?

A. Of course, we did discuss a memorandum of agreement.

Q. Outside of that? A. Nothing else.

(Testimony of William Noland.)

Mr. Madison: No further questions.

Mr. Resner: That is all. [62]

I want to call Mr. Vegen.

MR. ANDREW VEGEN,

49 Clay Street, San Francisco, California, being duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. Will you give us your name and address, please?

A. Andrew K. Vegen, 49 Clay Street, San Francisco.

Q. Mr. Vegen, you are the Secretary of the Alaska Fishermen's Union?

A. That is right.

Q. That represents fishermen all up and down the west coast who fish in Alaska from season to season? A. Yes.

Q. And you have been Secretary of the Union for how long? A. Since 1934.

Q. And during the different seasons when yearly contracts have been negotiated have you done the negotiations, among others, for your union?

A. Yes. We have a Committee elected from the members and, of course, I always go along with them.

Q. You are always on the Committee?

A. Yes.

(Testimony of Andrew Vegen.)

Q. You were on the Committee this year?

A. Yes.

Q. Now, as I understand it, there are a number of unions which send men to Alaska every year from the coast states? A. Yes.

Q. Your union, the Fishermen's Union, Alaska Cannery Workers Union, Maritime Cooks and Stewards, Firemen, Sailors, and all the other unions? A. Yes.

Q. And each of them carry on their separate negotiations with the operators? A. Yes.

Q. And then they deal collectively, do they not, through the District Councils of the Maritime Federation of the Pacific?

A. Yes, we have done that for the last few years.

Q. And you did that this year? A. Yes.

Q. Now, with respect to the negotiations carried on by your union, with the Packers, can you give us your opinion as to whether or not these negotiations were carried on in good faith or not?

A. Well, I will say it wasn't.

Q. It was not? A. It was not.

Q. And what do you base that opinion on? [63]

A. Well, probably the reason I don't think the companies had any intention to operate, that is, companies in San Francisco.

Q. Can you tell us why you came to that conclusion?

A. Probably different reasons for that. One is the Bureau of Fisheries put some very drastic re-

(Testimony of Andrew Vegen.)

strictions on the regulations up there. They closed part of the fishing grounds and added some more closed periods during fishing time, you see; so, it would make it kind of unprofitable for them to operate it this year.

Q. You have reference to the regulations put out by the Secretary of Interior? They are in evidence here. During 1939 and 1940 the closed season, closed areas and restricted fishing weeks?

A. Yes.

Q. And the opinion you are expressing here is this curtailment would have increased the cost of operations and, therefore, you would not operate for that reason?

A. I look at it this way. The companies, at least, look at it this way. They wouldn't be able to go up and put up a good pack because of the restrictions on the regulations; and when you close part of the fishing grounds you can't fish there, and put an added twenty four hours a week where you couldn't fish, naturally! And it is a cycle year, anyway. What you call a cycle year. It is a poor year expected this summer.

Q. This year would be a poor year?

A. Yes, that is what they expect.

Q. You, yourself, fished in Alaska for many years, did you not, Mr. Vegen? A. Twenty-five years.

Q. And this is what they would consider to be a poor year?

A. Well, what they call a cycle year—comes around every fifth year.

(Testimony of Andrew Vegen.)

Q. Five years ago the fishing grounds were closed in Alaska, were they not?

A. Practically, yes. It was very limited in 1935.

Q. That was because of regulations put out by the Bureau of Fisheries? A. Yes.

Q. And at that time was any operations undertaken by San Francisco?

A. No. They sent some ships up there from San Francisco, but it was very little fishing. The season was open up there on the 4th of July—and only one company packed, Libby, McNeil, from Seattle.

Q. But the San Francisco operators didn't put up any pack that year??

A. Put up a few cases, but not much. They were not prepared to do canning.

Q. This year with regard to the restrictions on the fish another cycle you speak of is similar to that of five years ago? [64]

A. They expect a similar season—and with the added restrictions put on the regulations they couldn't see any way of making any money, putting up any pack to compare with anything.

Q. Comparing negotiations of your union with previous years, could you point to anything in comparison with those negotiations on the question of good faith in intention to go to Alaska this year?

A. Well, of course, negotiations was carried on on a different way altogether this year. We used to negotiate the agreement with Mr. Tichenor.

Q. Who is he, Mr. Vegen?

(Testimony of Andrew Vegen.)

A. Vice President of the Alaska Packers Association.

Q. Last year you negotiated with him?

A. Yes.

Q. As a matter of fact, you have always negotiated with Mr. Tichenor for his company?

A. Yes.

Q. Go on.

A. And, of course, this year it was different. A Committee was negotiating for the Packers. They have had no authority to promise you anything, that is, in any way or form. They always brought out they couldn't even discuss anything that increased the cost of operations.

Q. Did the try to cut down your conditions this year so far as fishermen are concerned?

A. They did.

Q. In what way?

A. After meeting for a few times we finally received an ultimatum demanding we take a 16½% cut in fish prices, and similar reductions in the percentage for the men that work ashore. And they also demanded that we take out many *classes* out of the working agreement which we had for years which were important. So, of course, the men turned it down and settled the negotiations here in San Francisco.

Q. I understand some of your men are going from Seattle this year?

A. Oh, yes. We reached agreement with the conference in Astoria, Portland, and Seattle.

(Testimony of Andrew Vegen.)

Q. Would that same agreement be satisfactory to your San Francisco fishermen?

A. We got the same wages for the men, yes.

Q. You finally got what you asked for?

A. We accepted right away.

Q. But they are not taking the San Francisco Fishermen?

A. Not with the exception of very few that used to go and fish with those people up there from year to year.

Q. Well, perhaps you don't understand the question I am making. As I understand it, most of your fishermen this year are your fishermen who live up in the northwestern states who are going to Alaska this year? [65] It other words, your fishermen who live around the bay area here are not going this year?

A. No. Not with the exception of probably 25 to 30.

Q. How many fishermen have you in the bay area who are not going this year?

A. Well, with the fishermen we got I couldn't say exactly. Approximately about 950.

Q. And the reason they are not going? Can you give us the reason why they are not going?

A. They are not going because the conference closed the operations.

Q. And your union didn't declare any strike or anything of that kind? A. No, no.

Q. Can you give us anything else on this ques-

(Testimony of Andrew Vegen.)

tion of good faith with respect to these negotiations that may have been brought up?

A. Well, the reason I think the conference closed operations, of course, they didn't think they could make enough money on it. There is probably another reason, they got good money for chartering out the ships, could make money that way—probably sure money instead of taking chances going to Alaska.

Q. Do you know some of the ships that have been chartered? A. Yes.

Q. What ships? A. The Steamer Glacier.

Q. The Glacier has been let out. Who owns the Glacier? A. The Alaska Salmon Company.

Q. That has been let out on charter?

A. Yes.

Q. What other ships?

A. Then there is the Dellaroth.

Q. Who owns that?

A. And the Bearing. That is Alaska Packers Association.

Q. They have been chartered, too?

A. Yes. These ships were chartered out a long time before the fishing season.

Q. These ships were chartered before the season, even?

A. Oh, a long time ago, several months before.

Q. How many ships were usually used in San Francisco by the Alaska Packers?

A. I can't tell you off-hand. About nine, I think. I am not sure about that.

Q. Mr. Resner: I think that is all.

(Testimony of Andrew Vegen.)

Any questions, Mr. Madison? [66]

Mr. Madison: Yes.

Cross Examination

By Mr. Madison:

Q. You didn't attend any of the negotiations at Seattle, did you? A. No.

Q. Were you present when the negotiations were held here between the Alaska Cannery Workers Union and Mr. St. Sure and Mr. Moore?

A. No. We always had appointments, you know, separate.

Q. You always had separate appointments? And you weren't present when Mr. St. Sure was present with these other people? A. No.

Mr. Resner: He just testified as to his negotiations with his own union.

By Mr. Madison:

Q. You are speaking then with regard to your own experience, so far as your negotiations with Mr. St. Sure? A. That is right.

Q. And, I think, you said one of the differences you noticed was that heretofore you had always negotiated with Mr. Tichenor? Is that correct?

A. Yes.

Q. And you said Mr. St. Sure didn't appear to have any authority but Mr. Tichenor did. Is that right?

A. That is what he told those of us, because after we had a discussion on different things, well, he said, he would have to take it back to the companies and they would let us know.

(Testimony of Andrew Vegen.)

Q. You described that as a point of bad faith?

A. I didn't call it—the way they handled this. For the reason out of the skies come the ultimatum.

Q. When you negotiated with Mr. Tichenor did he always give you a final answer on all the questions that were discussed?

A. Yes. He used to give us a different proposition to take back to the membership and if they accepted it O.K. If it was rejected we take it back to him and we discuss it some more, and finally.

Q. Sometimes did Mr. Tichenor take it back to his people and discuss it with his people?

A. Yes.

Q. You didn't think that was bad faith on his part, did you? A. No.

Q. He didn't think it was bad faith on your part because you discussed with the men, did he?

A. The reason I think it was bad faith was this. We didn't have a chance to meet often enough.

Q. Did you ask him for some meetings he refused to meet with you?

A. No. We were always sitting there ready, waiting there for several weeks, and had no call. [67]

Q. You were waiting for him to call up, was that it? A. Well, that was the agreement.

Q. And he might have been waiting for you to call him up?

A. No. That was understood by Mr. St. Sure whenever he had a chance he would call us.

(Testimony of Andrew Vegen.)

Q. Whenever he wanted to accept your proposition to give you a ring?

A. Yes. In fact, it was done in such a hurry we didn't have a chance to give him our proposition.

Q. You never did give him a proposition?

A. Yes, because we got his proposition so late that we didn't get a chance to give him ours.

Q. Now, I understand you to say one of the reasons you feel these negotiations were conducted in bad faith was because you felt these restrictions on them made it unprofitable for them to operate up there?

A. Well, you know, for some reason or other the way they went through this negotiations was a blind, way it look to me.

Q. They were going through a blind; but one of the reasons you thought that was because there was the Bureau of Fisheries of the Department of Interior had put some restrictions on them, is that it? A. Yes.

Q. And they felt it was kind of hard for them to make any money up there?

A. I felt that was one of the reasons.

Q. And you felt under the conditions that existed last year, possibly, they couldn't have made any money up there? A. Possibly.

Q. You thought that?

A. I feel sure that is the reason.

Q. And did you offer to reduce the wages of the men in any way so as to permit them to go and operate at a profit? A. No.

(Testimony of Andrew Vegen.)

Q. You did not, did you? A. No.

Q. You asked for the same as last year?

A. As last year and the year before.

Q. Yet you know they couldn't make any money?

A. I say this. Nobody knows what you are going to make in Alaska; fish is in the water and you don't know whether you going to catch them. Probably be a good season this year, too. Nobody knows anything about it. It is possible.

Q. In other words, you think when you are answering Counsel's questions no, but when you are answering mine there is plenty of fish in the sea and may-be you can make a profit, is that it?

A. I will say this. If it turns out to be a bad season they couldn't make any money on it. I will agree with you there. But, according to the limit of [68] operations, it is possible it will be a good year this season. It was closed up in 1935 to build up this run in 1940.

Q. You think, now, it will probably be a good year? A. Yes, nobody can tell.

Q. Nobody can tell anything about it?

A. Not before the season is over.

Q. In spite of this being a cycle year, as you say, it will probably be a fine year?

A. That is Counsel's argument, of course, we expect a poor season.

Q. Whose argument?

A. The companies argument, negotiators for the company; but we argue on account of the restric-

(Testimony of Andrew Vegen.)

tions on the fishing operations in 1935 it should be a good season.

Q. You think this would have been a fine season?

A. I got an idea probably it would be.

Mr. Madison: That is fine.

Mr. Resner: I don't think it is exactly necessary, Mr. Madison to assume that kind of attitude toward the witness? I would like to register my objection.

Referee Roden: Let us proceed.

Mr. Madison: I have no further questions.

Examination by Referee Roden:

Q. Now, Mr. Vegen, you say the Alaska Packers chartered some of their ships?

A. They had chartered two of them.

Q. That happened sometime ago?? A. Yes.

Q. The ships they chartered are still running around? A. Yes.

Q. And how many ships did they send up north this year, do you know?

A. They didn't send any ships here, from here, this year.

Q. They are going to operate on Bristol Bay, aren't they, some of the canneries?

A. They are operating from up north from out of Astoria, Seattle.

Q. And when did you fish up there for the last time? A. 1933 is the last fishing season.

Q. Now, you are well acquainted with the regulations that were in force in 1935 in Bristol Bay?

A. Yes, that is the year the Bureau of Fisheries curtailed operations practically altogether.

(Testimony of Andrew Vegen.)

Q. The whole bay was closed, wasn't it?

A. Yes. [69]

Q. And suddenly it was opened?

A. They opened up, I think, on the 4th of July—just a hundred boats, or something like that, very limited operations.

Q. No one knew except one or two that the Bay was going to be open, isn't that true?

A. I guess they all knew it. Probably some had more information than others.

Q. Referee Roden: I think so, too.

Redirect Examination

By Mr. Resner:

Q. Mr. Vegen, in your response to my question, when you stated on this question of bad faith or good faith, on these negotiations that it was your opinion that the operators were not going to have a profitable season were you reporting what they told to you or your own opinion?

A. Well, of course, remember they reminded us of that several times. That according to the restrictions and stuff there that it would be impossible for them to consider any raise in wages, or anything like that.

Q. In other words, it was the negotiators for the canners statement to the union on account of the curtailment they didn't expect a good year?

A. No—yes.

Examination by Referee Roden:

Q. Did you ever hear anything about a proposition that there would only be two or three canneries

(Testimony of Andrew Vegen.)

operating in Bristol Bay this year on account of the curtailment?

A. No. I never heard it. The Bureau of Fisheries announced the regulations the first of January, and they are allotted 780 boats for Bristol Bay District; and we tried to have them reconsider and let us have more boats up there, but we didn't get anywheres with it. We also tried to get some of the restrictions, like this extra closed weekly period and opening of the fishing grounds, but we didn't get anywheres with it.

Q. What I am trying to get at is this. Did the canneries, after they learned what the regulations were, did they decide to curtail their operations and carry it on as a kind of combine? Combine their catches, use all their fishermen, and simply supply one or two plants in there?

A. Well, I think it was the idea between the canners that they were in favor of curtailment, that is, the big majority of them was in favor of curtailment; but they were not in favor of the [70] restrictions. That is, some of the companies operate two canneries in the same District or in the same river, like. They are decided early last winter they were only going to operate one cannery there.

Q. About the time these negotiations were going on do you know how the Salmon market was? The canned salmon market, I am talking about.

A. You mean, the price?

Q. Yes, the price?

(Testimony of Andrew Vegen.)

A. Well, the market price is fairly good.

Q. Bristol Bay practically catches only reds, isn't that true?

A. Get a few pinks, too. Bristol Bay is practically all reds.

Q. Do you know how the price of reds was, say, during March and April? Beginning of May, this year? Compared with the prices of last year?

A. Well, the prices is a little better this year than last year, particularly the pink salmon.

Q. I am talking about the reds.

A. A little better, not much difference.

Q. Do you know how the supply was? In other words, the carry over? Do you know how much they carry over now? I am talking about reds.

A. Well, of course, I don't know exactly how much they are, but they have less salmon on hand this Spring than last year, and for several years past.

Q. I think you are mistaken?

A. I don't think so.

Q. Well, I looked that up last week in the trade journals and they seem to say the opposite. That is what I am trying to get at—more Reds on hand than there was last year at this time.

A. I was told here by somebody that is supposed to know that, this was the first part of the year, that they had a hundred and one million and thirty five thousand cases on hand. That is in January. That is, one of the operators told me that.

(Remarks were made off the record.)

Referee Roden: That is all.

Mr. Resner: Mr. Referee, there are several other witnesses and a number of letters I want to put in. I don't know, perhaps the Reporter wants a little rest at this time? We have been going pretty steady. Perhaps we can recess?

(At 3:30 p.m. a five minute recess was taken.)

[71]

Referee Roden: Are you Gentlemen ready to proceed?

Mr. Resner: We are ready. I want to direct the Commission's attention to this fact, that the names of the Claimants, apparently, are not in the record. I have here the names of all those Claimants who have turned their names into the Union as having filed claims, and copies which the Union sent to the Commission in Juneau asking for a determination on the claims.

And, also, the names of the Claimants, I would like to offer these names at this time and have them be made a part of the record at the beginning of this hearing, applying to these Claimants and any others in this same class or group whose names subsequently may come to our attention as having claims rejected. In other words, the only people we represent at this hearing are members of Local No. 5 of the Alaska Cannery Workers Union.

Mr. Madison: In other words, these Claimants are the best evidence, and this is merely a tabulation you prepared and represent as being a correct tabulation of claims having been filed and rejected on account of the labor dispute?

Mr. Resner: In other words, I want this record to appear as applying to these particular Claimants, even though this hearing is being conducted by the Union for their benefit.

Mr. Madison: As long as it is very definitely understood by not objecting any further to the introduction of this list that we don't waive in any way any of the rights we would have to resist these claims by virtue of their failure to file or by virtue of any of the other non-compliances that may have occurred.

Mr. Oliver: Our position is the same as Mr. Madison's.

Referee Roden: Yes.

MR. SAM YOUNG,

947 Stockton Street, San Francisco, California, being first duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. Your name is Sam Young and you are the Secretary of Local No. 5 of the Alaska Cannery Workers Union, San Francisco?

A. That is right.

Q. You filed? You sent a letter and list of Claimants for benefits to the Alaska Unemployment Compensation Commission at Juneau?

A. That is right, sir.

Q. From time to time, you sent a series of letters?

[72]

(Testimony of Sam Young.)

A. Yes, sir, by airmail.

Q. I show you a copy of the letter of May 14th, Mr. Young. That letter was the letter you sent to the Commission on the 14th? (Indicating)

A. Yes.

Q. Is that the first time you sent one?

A. I sent many of them.

Q. All the others were just the same, weren't they? A. Yes.

Q. And together with the letter you sent a list of Claimants.

A. Yes. Those are the copies. I sent the original.

By Mr. Madison:

Q. Do I understand that these names you sent in were with letters like this? Each one of these? (Indicating)

A. That is right, attached to it.

By Mr. Resner:

The same letter was sent, was it not?

A. The same letter, yes.

Q. And to each letter?

A. The copy to it.

Q. That was the first letter, was it not, Mr. Young? May 14th?

A. There is an earlier letter, yes.

Mr. Resner: An earlier letter sent by my partner, Mr. Anderson.

I am going to introduce it, too. This is a carbon of the letter sent to the Commission. That was the first letter, and this one he sent was the second one. (Indicating)

(Testimony of Sam Young.)

I want to offer the letter of May 14th by Mr. Young in evidence.

Referee Roden: All right.

Mr. Resner: And at this time the list of Claimants whose names appear, (Indicating)

Mr. Madison: May I ask at this time the pertinence of this?

Mr. Resner: Yes. I want to be sure this hearing applies to these particular Claimants.

Mr. Madison: In other words, the same statement you made a while ago, this is just a statement of the people you represent at this hearing?

Mr. Resner: That is right. We represent the Union and, also, the individual members and Claimants. And I would like to ask permission at this time to introduce later, even after the conclusion of the hearing if necessary, the names of additional Claimants? [73]

Of course, this is all a matter of record before the Commission.

Mr. Oliver: Additional Claimants who may in the future file claims?

Mr. Resner: Members of our Union who may file claims later in the season, yes; who may have been disqualified on this account. There may be some Claimants whose names I don't have. Probably some put in their claims but didn't report it to the Union.

Mr. Oliver: Thus far you have only introduced Claimants who have filed claims, members of the Union who have filed claims, and been rejected.

(Testimony of Sam Young.)

Mr. Resner: But the point is if any future claims are rejected on the point this is a labor dispute; there is no point on going through this whole hearing again. In other words, I think, whatever should apply here should apply to other Claimants who lost the 1940 season.

Referee Roden: That will be a point to be decided by the Commission, I guess. I can only take into consideration claims filed up to now.

Mr. Madison: As I understand it, the only pertinence of this list is a declaration by Counsel as to who he represents.

Referee Roden: Exactly, and whose claims have been filed.

Mr. Madison: Now, the best evidence is whether these claims have been filed or not, and this won't change that at all.

Mr. Resner: Its sole purpose is to identify the Claimants.

Mr. Madison: Any names on there that haven't filed claims—this won't change that?

Mr. Resner: No.

Mr. Oliver: Is that the purpose?

Mr. Resner: I intend, also, to introduce this letter of May 11th, if you Gentlemen have no objection?

Mr. Oliver: Is that pertinent to the list? [74]

Mr. Resner: Yes, because this is referring to the claim of Frank Aragon and out of which all these subsequent letters stem.

(Testimony of Sam Young.)

Mr. Madison: Now, I understand it has only been introduced to prove other letters was sent and is not any evidentiary matter. If that is the proposed offer, I don't raise any objections, simply to prove that letter enclosed certain names. Then, I have no objection.

Referee Roden: Let me see that letter?

Well, I know that letter is on file up there because I have a copy of it, myself.

Mr. Resner: Well, I want to introduce that in evidence.

Mr. Madison: For the limited purpose specified.

Mr. Resner: Now, with these other letters, this is purely for the purpose of identification and by reference to the originals on file at the Commission's Office in Juneau, letters similar to May 14th were sent on May 17th, 21st, 24th, and 31st, June 7th, June 10th, and June 15th. And attached to these letters were the names of various Claimants whose names have already been introduced. This is merely for the purpose of identifying these Claimants with the original claims on file with the Commission.

Mr. Oliver: Those lists you introduced, you can't tell from one letter whether a particular list was attached to it or not.

Mr. Resner: It doesn't make any difference.

Mr. Oliver: Except as to the time when the claim might have been filed?

Mr. Resner: But the claims would all run from the same time, anyway, running from the opening

(Testimony of Sam Young.)

of the season. So, it doesn't make any difference when the claim was filed.

Referee Roden: All right, proceed.

By Mr. Resner:

Q. You are the Secretary of this Union, Mr. Young? A. Yes.

Q. And, as such, you received the mail, correspondence, did you not, communications addressed to the Union? A. That is right, sir.

Q. And, I am going to show you a series of letters and ask you if you received them, then, after that, introduce them in evidence here. [75] The first one is March 5th, from the Alaska Salmon Industry, signed by Mr. Moore. Do you Gentlemen want to see this? (Indicating) You received that letter, Mr. Young?

A. Yes, sir.

Mr. Resner: This is a letter from the Alaska Salmon Industry, March 5th, signed Edward W. Moore, addressed Alaska Cannery Workers Union.

And I want to draw particular attention to the first sentence which says, "As your organization has previously been advised, contracts between yourself and the Alaska Salmon Packers have been terminated."

And I want to offer that at this time.

(Received in evidence as Claimant's Exhibit No. 6.)

(Testimony of Sam Young.)

CLAIMANT'S EXHIBIT No. 6

File #6

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California

March 5, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

As your organization has previously been advised, contracts between yourselves and the Alaska salmon packers have been terminated.

The negotiations for contracts for the 1940 season will be handled by this office through Mr. Paul St. Sure, for the Alaska canners operating out of San Francisco. Our offices are located in Rooms 305-306 at 230 California Street, and our telephone is Yukon 0452. Will you please call and arrange for a mutually convenient meeting time in order that negotiations can begin without further delay?

Very truly yours,
ALASKA SALMON INDUSTRY, INC.
By EDWARD H. MOORE
EDWARD H. MOORE

EHM:EG

2 P. M.
3/11/40

(Testimony of Sam Young.)

Q. You received that letter, Mr. Young?

A. That is right.

Q. I want to offer in evidence at this time the letter of March 8, 1940, signed by Mr. Paul St. Sure, from the Alaska Salmon Industry to the Alaska Cannery Workers Union. I want to draw particular attention to the following sentence in Paragraph 1. "Your attention is drawn to the fact that such authority is strictly limited to negotiations regarding a contract for the 1940 season only without any representation whatsoever that any of these canners will or will not operate in Alaska this season, and that such negotiations can be directed only to matters immediately involving a possible 1940 contract without reference to any unadjusted matters arising out of the previous collective bargaining agreements."

I want to offer that at this time.

(Received in evidence as Claimant's Exhibit No. 7.)

(Testimony of Sam Young.)

CLAIMANT'S EXHIBIT No. 7

File #7

(Cut)

Alaska Salmon Industry, Inc.
Dexter Horton Building
Seattle U. S. A.

San Francisco Office
230 California Street
San Francisco, California

March 8, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

Enclosed herewith is a statement from Alaska Packers Association, Alaska Salmon Company and Red Salmon Canning Company indicating the extent to which Alaska Salmon Industry, Inc., is authorized to deal with you on their behalf. Your attention is drawn to the fact that such authority is strictly limited to negotiations regarding a contract for the 1940 season only, without any representation whatsoever that any of these canners will or will not operate in Alaska this season, and that such negotiations can be directed only to matters immediately involving a possible 1940 contract, without reference to any unadjusted matters arising out of previous collective bargaining agreements.

Should you desire to present any claims arising

(Testimony of Sam Young.)

out of operations for 1939 or prior years, you are requested to take them up directly with Mr. Fleager of Alaska Salmon Company, Mr. Peterson of Red Salmon Canning Company, or Mr. Everett Mathews of the firm of Pillsbury, Madison and Sutro, on behalf of Alaska Packers Association, as the case may be. These gentlemen are already well acquainted with problems which have arisen under the previous contracts, and inasmuch as they have already had under consideration a number of such claims, it is the decision of these companies that they should follow such disputed matters through to their final settlement.

This office, on the other hand, has had no experience either with the previous contracts in general, or with the specific disputes which have arisen under them. We are prepared only to consider possible arrangements for the coming season. Will you, therefore, please present any such claims immediately to the parties above named for further discussion.

Since the companies individually are ready to meet with you concerning all prior claims, we believe it is obvious that all unsettled matters for previous seasons can be adjusted through proper legal channels without depriving either party of a full and fair determination. Since this right of adjustment exists, and since the time factor is so vital to all parties concerned, we trust that you will not continue to take the position heretofor declared by you to the effect that the final

(Testimony of Sam Young.)

settlement of all these separate claims in a manner satisfactory to you is a condition precedent to any 1940 negotiations. Such a position might jeopardize all possibility of operation, for it would require one party or the other to face forfeiture of a right to a full hearing under threat of a refusal to bargain.

Consequently, we will appreciate your advising us in writing at your earliest convenience concerning the position which your group proposes to take in the light of this communication.

As we have already informed you, we are ready to negotiate, as herein set forth at your convenience.

Yours truly

ALASKA SALMON INDUSTRY, INC.

J. PAUL ST. SURE

J. PAUL ST. SURE

JPSS.OB

Enclosure

[Printer's Note: Claimant's Exhibit No. 8, apparently overlooked here, is identically the same as Respondent's Exhibit V, set out in full at page 373 of this printed record.]

You received that letter, Mr. Young?

A. That is right.

Mr. Resner: This is a letter of March 8, 1940, from the Alaska Salmon Industry, signed by Mr.

(Testimony of Sam Young.)

Tichenor, for the Alaska Packers, Mr. Fleager for the Alaska Salmon Company, and Mr. Peterson for the Red Salmon Company, notifying the union, "Mr. St. Sure and Mr. Moore are authorized to negotiate with your union for collective bargaining agreements covering the 1940 Salmon canning season on behalf of the undersigned canners.

"This authorization is without any representation whatever that any of the undersigned canners will or will not operate in Alaska during the 1940 season." [76]

I want to offer that letter in evidence.

(Received in evidence as Claimants' Exhibit No. 9.)

CLAIMANT'S EXHIBIT No. 9

1

#9.

Alaska Salmon Industry, Inc.
230 California Street
Telephone Yukon 0452
San Francisco, California

March 8, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

This is to advise you that Alaska Salmon Industry, Inc., through Mr. Paul St. Sure and Mr. Edward H. Moore, are authorized to negotiate with your organization for a collective bargaining agreement covering the 1940 salmon canning season on

(Testimony of Sam Young.)

behalf of the undersigned canners. This authorization is without any representation whatsoever that any of the undersigned canners will or will not operate in Alaska during the 1940 season.

This authorization is limited to negotiating matters directly involved in establishing a collective bargaining agreement for the 1940 season only, or such other matters as may be authorized specifically, and does not empower the above named parties to act upon any claims or other matters which may still be in dispute under contracts existing in 1939 or years prior thereto.

ALASKA PACKERS
ASSOCIATION
By A. K. TICHENOR
ALASKA SALMON COMPANY
By H. A. FLEAGER
RED SALMON CANNING
COMPANY
By G. B. PETERSON

Q. I want to direct your attention to that letter, Mr. Young? A. Yes.

Q. That was received by your union?

A. That is right.

Mr. Resner: This is a letter from the Alaska Salmon Industry dated April 3, 1940, signed by Mr. Paul St. Sure. I want to direct particular attention to Page 5 of this letter, paragraph 1,

(Testimony of Sam Young.)

applying to the Alaska Cannery Workers Union.

"This agreement for operations out of San Francisco will be negotiated on a uniform basis at Seattle, with provisions to apply to all operations undertaken from California, Oregon, and Washington. The San Francisco Operators have authorized the Alaska Salmon Industry, Incorporated, at Seattle to represent them in these negotiations which are now in progress. In the event satisfactory agreements are reached for Central Alaska and those operations are undertaken, and in the event Bristol Bay operations are undertaken on agreement basis, cannery workers will leave on May 22nd. Any agreements are contingent upon operations."

I offer this.

(Received in evidence as Claimant's Exhibit No. 10.)

Q. You received that letter? A. Yes.

Mr. Resner: This is a letter dated April 11, 1940, from the Alaska Salmon Industry, signed by Mr. St. Sure. It is addressed to the Unions Concerned. I want to direct particular attention to the first paragraph, which reads:

"On April 3, 1940, we advised you that if an expedition was to be undertaken to Karluk this season all arrangements for employment would have to be completed on or before April 10, 1940. This letter is to advise you employment agreements are not completed by the date specified and, therefore, operations at Karluk will not be undertaken."

(Testimony of Sam Young.)

I offer this in evidence.

(Received in evidence as Claimant's Exhibit No. 11.)

CLAIMANT'S EXHIBIT No. 11.

#11

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California
Telephone YUkon 0452

April 11, 1940

To the Unions Concerned:

On April 3, 1940, we advised you that if an expedition was to be undertaken to Karluk this season, all arrangements for employment would have to be completed on or before April 10, 1940. This letter is to advise you that employment agreements were not completed by the date specified, and therefore operations at Karluk will not be undertaken.

Following our letter of April 3rd we met with all unions that were willing to negotiate with us, and attempted to reach an agreement with each. The Machinists' Unions and the American Communications Association declined to negotiate. Since these latter organizations are affiliated with the Maritime Federation of the Pacific, and since the Federation has taken the position that all unions of that group must be satisfied before any will sign, a settlement was impossible even though other individual union agreements had been reached.

In addition, the Alaska Cannery Workers'

(Testimony of Sam Young.)

Union, which withdrew from negotiations in San Francisco on April 2nd and subsequently agreed to be bound by an agreement now being negotiated in Seattle for all 1940 operations, declined to enter into a memorandum agreement based on the results of the Seattle negotiation. The representatives of this union suggested a memorandum agreement based on 1937, 1938 and 1939 San Francisco agreements, and likewise requested that some of their members be taken to Alaska on the April voyage, despite advices as early as last September that this would not be done. Subsequently, on the evening of the 10th, the Cannery Workers' Union informed us that they preferred to await the outcome of negotiations at Seattle before signing any memorandum, despite the fact that the sole purpose of the voyage to Karluk and Chignik schedules tentatively for next week is to prepare for cannery operations at those places.

On April 9, 1940, we received a letter from Revels Cayton, Secretary of District Council #2 Maritime Federation of the Pacific, advising us that although our proposals were unacceptable to all unions of that group, nevertheless all of the unions were "ready, able and anxious to continue" to complete contract arrangements. The fact that at least two of these unions still refuse to meet with us would seem to cast doubt upon the sincerity of this statement.

Mr. Cayton likewise states that the unions he represents feel that the Alaska Salmon Industry,

(Testimony of Sam Young.)

Inc., is endeavoring to "force through a contract" by "delivering ultimatum after ultimatum". Any force which is present in the situation is the force of circumstances resulting from the time factor involved in the established dates for the fishing season.

Mr. Cayton likewise protests against the inadequacy of certain proposals made by us, and specifies three.

The first is the elimination of the $75.00 penalty clause in the Fishermen's agreement, which has been in effect for many years. This clause was a proper one to protect the Fishermen against arbitrary abandonment of expeditions after the men had been signed on, but in recent years it has operated to impose a penalty on employers for conditions beyond their control, since expeditions can be tied up by job action of other unions. We would have no objection to continuing the penalty clause to protect the Fishermen against cancellation of employment for reasons within our control.

The second is an alleged attempt to destroy the 8 hour day enjoyed by the Marine Cooks and Stewards. At the time Mr. Cayton's letter was received we were meeting with this organization and stipulated that the 8 hour day was not to be extended. Our counter proposal did not contemplate any encroachment on this condition.

The third is an alleged endeavor to deprive the Cannery Workers of 35 days work in 1940. Last

(Testimony of Sam Young.)

September this union was notified that its members would not go to Alaska on the Spring voyage, despite the fact that last minute demands in 1939 had resulted in such employment, although the services of these workers were not required until 35 days later.

Mr. Cayton further suggests that if the unions could meet with the operators on other than an industry basis, the unions would hope to "hammer out an agreement". The Industry desires to negotiate, rather than to be "hammered".

In connection with charges of delay and bad faith, we believe the record of attempted negotiation will speak for itself.

Pursuant to our letter of April 3rd, we desire to again call to your attention the sailing schedule set forth therein. If an operation is to be undertaken at Chignik, agreements must be reached on or before April 12th. In this connection we reiterate our offer by previous letters and telegrams that we are willing to meet and negotiate with you and to consider or bargain concerning possible arrangements for employment for Chignik in accordance with sailing schedule heretofore specified.

Yours truly,

ALASKA SALMON INDUSTRY, INC.

By J. PAUL ST. SURE

J. PAUL ST. SURE

JPSS/OB

(Testimony of Sam Young.)

Q. You received this letter, Mr. Young?

A. Yes. [77]

Mr. Resner: This is a letter dated April 22, 1940, from the Alaska Salmon Industry, signed by Mr. Moore, addressed to the Alaska Cannery Workers Union, where it is stated: "Operation of Chignik and Karluk is abandoned because of inability to reach agreement with all the labor organizations involved within the time set forth in our letter of April 3, 1940."

I want to offer this in evidence at this time.

(Received in evidence as Claimant's Exhibit No. 12.)

CLAIMANT'S EXHIBIT No. 12

#12

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California
Telephone YUkon 0452

April 22, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

In response to your recent request, we are informing you by means of this communication that cannery operations of Alaska Packers Association at Chignik and Karluk for the 1940 season have been abandoned because of inability to reach agree-

(Testimony of Sam Young.)

ment with all labor organizations involved within the time set forth in our letter of April 3rd, 1940.

Yours truly

ALASKA SALMON INDUSTRY, INC.

By EDWARD H. MOORE

EDWARD H. MOORE

EHM/OB

Q. With respect to the position of the Union at this time, Mr. Young, or the position that it had all along on these operations from San Francisco, what conditions did they offer? On what conditions did they offer to go from San Francisco? A. You mean, the Packers?

Q. The Union?

A. Well, on the last meeting we decided if the Packers were willing to go we were willing to go on the 1939 San Francisco Agreement.

Q. 1939 San Francisco Agreement. That was the final offer you made to them?

A. That is right.

Q. Was that offer refused or accepted?

A. Well, it seems to be in the early part of it. It seems to be the trip was abandoned and that's all we heard of it.

Q. In other words, the trip was abandoned before you made that offer?

A. No, I won't say that. When we make the offer we have no reply from the negotiations.

(Testimony of Sam Young.)

Q. No reply was made to that offer?

A. That is right.

Q. No strike was declared by the Union?

A. No, sir.

Q. And you have had no workers from San Francisco in Alaska at all this season?

A. Not in my knowledge, no.

Q. The last time you had workers from your Local No. 5, here in San Francisco in Alaska was in the 1939 season? A. That is right.

Q. And when that season was over they came back home, and haven't been working since?

A. Except some natives up there which belong to our organization work up there in their own ways.

Q. You have some native Alaskans, that is?

A. That is right.

Q. I am speaking about San Francisco?

A. None of them, no.

Mr. Resner: I think that is all. [78]

Cross Examination

By Mr. Madison:

Q. When was the 1939 of San Francisco Wages Agreement offer made?

A. Let's see, around about on our last meeting. Around about, I wouldn't say exactly what the date was.

Q. Was that meeting May 29th in Seattle?

A. That is right, about that.

(Testimony of Sam Young.)

By Mr. Resner:

Q. I referred to the San Francisco offer.

A. That is what I mean, yes.

Q. Mr. Madison is talking about Seattle. We are talking about two different things. When was that offer last made in San Francisco?

By Mr. Madison:

Q. No testimony was ever made in San Francisco?

A. Well, a telegram to prove the fact is in there.

Q. A telegram from whom?

A. 1939 Agreement. We sent it to the negotiations.

Q. Your own telegram? You sent it to the Negotiations Committee? A. That is right.

Redirect Examination

By Mr. Resner:

Q. Was an offer made by your San Francisco Committee to operate here in San Francisco offering to sign for the 1939 San Francisco wages?

A. That is right.

Q. And that is the date I want to get. Approximately when was that?

A. Well, I couldn't say off-hand, but I have the record there. But I couldn't say, except the date.

Q. What month? What week? Was it in March? April? A. Well, around in March, or.

Q. Latter part of March?

(Testimony of Sam Young.)

A. That is right.

Mr. Resner: I think that is when it was.

By Mr. Madison:

Q. May I see the telegram, please? He said he made the offer by the telegram.

Mr. Resner: They didn't make it by telegram to the Packers. This was instructions to the union committee—telegram to the union committee.

Mr. Madison: Well, may I see that? [79]

By Mr. Resner:

Q. Have you got it, Mr. Young?

A. (Indicating.)

Mr. Madison: It has no date.

By Mr. Resner:

Q. What date was that sent, Mr. Young?

A. I would say about four weeks ago or five.

Q. Is Mr. Woolf back in town yet?

A. I can't say, might or might not be, I can't say.

By Mr. Madison:

Q. Well, now, you say four or five weeks ago?

A. About.

Q. One of your Negotiating Committees was in Seattle, and you said the meeting was May 29th. Have you any other reason to believe than that it was May 29th?

Mr. Resner: We are talking about March, aren't we?

(Testimony of Sam Young.)

By Mr. Madison:

Q. Let me ask him the question. Let's get this clear, if we can. Do I understand that an offer was made by the union, of which you are the Secretary, to go to work on the 1939 San Francisco wages and working conditions?

A. That is right.

Q. It was made? A. That is right.

Q. Where was it made? Where was it presented to the employer? Was it presented to the employer in Seattle or was it presented to the employer in San Francisco? What is the answer to that? A. In Seattle.

Q. It was presented to the employer in Seattle?

A. And we also instructed our delegate here. Also, our delegates are instructed to take this matter up locally as well.

Q. You instructed the delegates to do it?

A. That is right.

Q. Did the delegates do it?

A. Well they have own meetings here off and on.

Q. I am asking, did they do it?

Mr. Resner: That was Mr. Whaley's testimony.

By Mr. Madison:

Mr. Whaley's testimony is in the record. He was talking about a memorandum agreement in which he said they would get no less than that. They didn't make it because when they got there they found it didn't do them any good. [80]

(Testimony of Sam Young.)

Mr. Resner: He has reference to the negotiating committee.

By Mr. Madison:

Q. You heard Mr. Whaley testify?

A. That is right.

Q. So far as you know, the only offer that was made in San Francisco, if any, was the offer made to which Mr. Whaley referred?

A. That is right.

Q. So, you don't know what offer was made in Seattle, do you? You weren't there at the time?

A. No, I couldn't say.

Mr. Madison: No further questions.

Redirect Examination

By Mr. Resner:

Q. No strike was called by San Francisco?

A. No, sir.

Q. There is no strike existing, is there, on the part of your union against the Packers?

A. No, sir.

By Mr. Madison:

Q. Did I understand that there are members of the local union, of your Local No. 5, in Alaska and they work up there?

A. Well, those been up there for the past two or three years. A few of them, I would say.

Q. That are members of Local No. 5?

A. That is right.

Examination by Mr. Roden

Q. You say you have got members up in Alaska who belong to Local No. 5?

(Testimony of Sam Young.)

A. Just a few of them.

Q. Whereabouts are they?

A. Well, I think, in Karluk and Chignik. They stay there the last few years, you see, and they work for the Packers up there on spare time when the season is over, you see.

Q. How did they happen to join Local No. 5?

A. Well, in other words, they joined and they go up there and stay over the season. They stay all year around and become residents there. They apply for citizenship up there.

Q. They join here and move away to Alaska? Go up there and acquire residence? A. Yes.

Mr. Resner: That is all, thanks.

MR. JOHN W. ACOSTA,

400 Oak Street, San Francisco, California being duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. You are a member of Local No. 5?

A. Yes.

A. You are a member of the Negotiating Committee, this year? A. Yes.

Q. Were you a member of the Negotiating Committee last year? A. No. [81]

Q. Were you ever before this year?

A. No, never.

Q. I want to direct your attention to the ques-

(Testimony of John W. Acosta.)

tion of whether or not these negotiations were carried on in good faith or not with the intention of arriving at agreements on the part of the Canners? What have you to say to that?

A. I believe they were not.

Q. Can you tell us why?

A. Because my impression when we went to the Packers or with the lawyers was it gave me an impression of indifference toward negotiations. Just like when you want to go into an office and see the men at the door and they don't know nothing and don't say nothing. In one word, they were over there only to hear us talk without giving us absolutely no basis for negotiations.

Q. In other words, you made offers and didn't get any counter offers?

A. We didn't get absolutely nothing.

Q. Did you present your 1940 agreement here?

A. We did not negotiate the wage and general conditions in here, but we negotiated Manning Scale and improvements.

Q. When you say improvements, you mean living conditions?

A. I mean, fixing up the living houses, and so on and so forth; but, in the process of negotiations we figured Mr. Moore and Mr. St. Sure were only there for asking questions without any knowledge of committing themselves to anything at all, which leave the Committee, only, talking. And they ask different things. And so that is why we went when the question of Chignik and Karluk came about.

(Testimony of John W. Acosta.)

We offered the 1939 San Francisco Agreement as the basis for to ship the men out to Alaska, which Mr. Moore completely refused to accept that.

Q. When was that?

A. About, I believe, I am not very sure of the date, but the 7th of April, I believe.

Q. In San Francisco?

A. In San Francisco. And then the 10th.

Q. The 10th of what?

A. Of April. I might be wrong one day or two.

Q. You wanted a San Francisco Memorandum Agreement with the conditions at least what they were from San Francisco?

A. 1939 San Francisco.

Q. And what was the reply to that offer?

A. The reply was it wasn't the offer of the Packers in Seattle. It wasn't the 1939 San Francisco Agreement, but it was the 1939 Seattle Agreement.

Q. In other words, he said they would sign for 1939 Seattle?

A. In other words, they want us, they ask us to sign a Memorandum Agreement as to allow the Packers free hands to ship the other crews, but leaving all of our men in San Francisco; and we didn't figure that it was [82] reasonable at all to enter into any agreement when our men was not going to be shipped.

Q. In other words, they wanted you to sign an agreement that the men from the northwest ports would go. Is that right?

(Testimony of John W. Acosta.)

A. No, that the other unions in San Francisco should go upon the signing of the agreement with the Alaska Cannery Workers. But we didn't come to any agreement with them because they told us flat that no man was going to be taken in the first ship.

Q. In the first ship?

A. On the first ship.

Q. When was that?

A. That was April in the office of Mr. Moore and St. Sure.

Q. When was the first ship supposed to go?

A. That was up to the discretion of the Company, I suppose.

Q. Well, generally, when does that go, as a matter of custom?

A. They referred to a certain date in a letter to the Negotiations Committee, but I just don't remember the date. They referred to a certain date the first ship was going to sail to Alaska.

Q. That was for Karluk and Chignik.

A. Karluk and Chignik.

Q. You heard the testimony of Mr. Rendon and Mr. Whaley? A. Yes.

Q. Do you corroborate the testimony?

A. Absolutely.

Mr. Madison: Mr. Whaley testified to things in Seattle.

By Mr. Resner:

Q. Excluding things in Seattle. I am speaking only of San Francisco. A. Yes.

(Testimony of John W. Acosta.)

Q. You were there at all the meetings in San Francisco? A. Yes.

Q. You never went to Seattle?

A. I just read the communications from Seattle, and so on.

Q. The union hasn't declared a strike?

A. No.

Q. The union is not on strike now?

A. Now.

Q. Always been willing to go on the basis of 1939 of San Francisco agreement? A. Yes.

Q. And that is your attitude, too?

A. Yes.

Cross Examination

By Mr. Madison:

Q. Do I understand the union has always been willing to go on 1939 San Francisco agreement?

A. That was the general sentiment of the members. [83]

Q. Didn't you submit a 1940 agreement? A new agreement?

A. It was submitted to the companies, 1940 agreement, yes.

Q. But you didn't mean that you were really willing to go on the 1939? Is that it?

A. In negotiations, you know, there are certain fluctuations up and down.

Mr. Resner: In other words, the unions were willing to bargain, Mr. Madison, but the companies were not.

(Testimony of John W. Acosta.)

By Mr. Madison:

Q. In other words, you asked for a little more than you expected to get. Is that it?

A. We used the 1939 San Francisco Agreement as a basis for agreement. It all depends on the compan*ies* answer, and we didn't intend to lose absolutely nothing from the 1939 agreement.

Q. You wanted to get at least 1939?

A. Well, it is reasonable to understand. An agreement is based upon certain things we gained before, and we are asking certain things in addition to that. But it was to the discretion of the Company to agree we would get it.

Q. In other words, you figured that each year what you get you are at least going to get that next year, and maybe something more?

A. Well, the general idea of the members is when we sign an agreement with the Company for 1939 there was a general understanding that that was the starting point for future negotiations.

Q. Nothing less than that? A. Naturally.

Q. And so, do I understand that you were willing to, always willing, to go on 1939 and not get anything more?

A. Of course, we always want some more.

Q. Always want some more?

A. Naturally.

Q. Did you ask for any more?

A. Naturally, the agreement calls for it. You have read the agreement, I suppose?

(Testimony of John W. Acosta.)

Q. Yes, I have. Now, the matters that you discussed down here with Mr. Moore and Mr. St Sure had to do largely with the Manning Scale, didn't they?

A. Yes, and general improvements.

Q. And general improvements in working conditions. That is to say, housing of the men and things of that kind?

A. That is right.

Q. And you didn't have any difficulty reaching a substantial accord, agreeing with them on that, did you?

A. Not very much, no. [84]

Q. There wasn't much trouble about that?

A. No, we were asking reasonable things, that is why.

Q. I have no question about that. If they gave in to you, undoubtedly your request was reasonable. And they did, substantially?

A. Yes.

Q. The real difficulty was with the wages and conditions of the 1939 or of the 1940 agreement, as to whether the Seattle wages would apply or whether the 1939 wages would apply or what you got in 1940 would apply. That was the main argument, wasn't it?

A. Well, we had no argument on that.

Q. That was all done in Seattle?

A. That is correct.

Mr. Madison: That is all.

(Testimony of John W. Acosta.)

Redirect Examination

By Mr. Resner:

Q. Just one or two questions, Mr. Acosta. In other words, when the union first started to bargain this year you represented you 1940 agreement. That is, in Seattle it was presented, was it not?

A. Yes.

Q. And other things you testified to were separately bargained for here? A. Yes.

Q. That was the basis for starting negotiations?

A. Yes.

Q. And things you offered in San Francisco were Manning Scale and conditions?

A. General conditions, yes.

Q. Those were also improvements over last year?

A. Not exactly improvements over last year. It was improvements over all the years, because the Company agreed three or four years before to comply with these things and they never did it. You see, for instance, in 1936 they agreed with the union to improve the conditions of housing, and so on and so forth, which they never did.

Q. Lets talk about housing, for example. This year you made certain proposals to improve the bunk houses up there, as I understand it?

A. We only reaffirmed what we asked three years before.

Q. What was that, specifically?

A. Well, build better houses for the men, and all general facilities for the livelihood of the men up there for the ways of living.

(Testimony of John W. Acosta.)

Q. What was that?

A. Well, want bath houses and better kitchens and better bunk houses and beds, and so on and so forth, general things. [85]

Q. Were any counter offers made by the negotiators locally?

A. Well, the Company agree each year to comply with this request from the union, but they never did it.

Q. Nothing was ever done?

A. Well, for instance, they agreed to do certain things demanded of them and this year they go over there and start building a little house. And that is all they do, because they claim they haven't got absolutely no wood or lumber and no carpenters, and so on. But here they offer to take everything over there and do it, but when we get over there they only call one carpenter and have just a little pile of wood and start a little house. And that is all they can do, because they claim they have no timber.

Q. Did they agree from San Francisco this year they would improve the housing conditions?

A. To a certain extent, yes, they agreed to certain things. But we were prepared to ask the companies to let us go on *and* inspection of the ships to see how much lumber they get so as not to get fooled again.

Q. You wanted to be sure they would take the lumber along?

A. Yes, and sufficient carpenters.

(Testimony of John W. Acosta.)

Q. What did they say to that?

A. Well, we didn't come to any conclusion on that, because, you know, the meetings was short, and so on, and we proceeded to wait another two or three days.

Q. Did they give you any answer at all?

A. Well, we go to the Superintendents for the Company and they generally agree to certain things, and certain of the things they just completely refuse to agree with. For instance, in the building of two bunk houses in Karluk, I believe, or Chignik, either one of them, they are completely houses not even for pigs to live in. And we want the companies to erect new houses and sanitary conditions and everything, but the Superintendents claim there was no time, only to erect one bunk house at a time. Which, well, we agree finally to go on that, to let the Company build that one bunk house and leave the old one for next year, and so on.

Q. I want to turn to the question of Manning Scales for San Francisco for this year. When the union made a proposal on the subject of Manning Scales what did it have in mind for the basis of them?

A. The union make a proposal of increasing certain number of men per line, according to the new machinery that the companies were going or are putting in in Alaska. [86]

In certain canneries the production of the machinery in increasing around thirty or forty cans a minute above the previous years.

(Testimony of John W. Acosta.)

Q. That is, by the installation of new machinery?

A. That is right. And the union contended this installation of new machinery requires more men, and not the number of men the Company offer.

Q. Did you ask them to increase the number of men in these operations where this new machinery was put in?

A. Yes. One of the Superintendents agree with us, one of our members in the Negotiating Committee, to give certain increase of men. But, as I say before, over there they were negotiating without any foundation of saying yes or no.

Q. When you negotiated here in San Francisco about the Manning Scales what reply did you get from Mr. St. Sure and Mr. Moore about the Manning Scale?

A. Generally have nothing to say about it.

Q. Did they come back with the counter offer?

A. There was superintendents over there, and we went into detail on the Manning Scale and generally the superintendents agree with the foremen that that was present over there, that these men were needed.

Q. These foremen you are talking about, where did you talk with them, here in San Francisco?

A. In San Francisco. Mr. Rendon was the man took up this question of Manning Scale.

By Mr. Madison:

Q. The foremen are of your men. As I understand it, the Superintendent was always there?

(Testimony of John W. Acosta.)

By Mr. Resner:

Q. To who do you refer?

A. The Superintendents, I refer to Company man. And the foremen to our union members.

Q. Did you talk to the foremen?

A. Two of them. One of them agree, the other I don't remember.

Q. Was that in agreement with the canners, or did the final agreement have to come from Mr. St. Sure and Mr. Moore?

A. Finally, I believe, it should come through them. I don't know.

Q. They were supposed to make the final agreement?

A. They agree with us in the table, that was agreement of the Superintendent, but he was supposed to take this question to Mr. Tichenor.

Q. The Superintendent wasn't authorized to sign any agreement?

A. No. And then, in turn, Mr. Tichenor, I suppose, would give [87] authorization to the lawyers.

Mr. Resner: I think that is all.

Any questions?

Examination by Referee Roden:

Q. When did you offer to go back under the San Francisco agreement?

A. The first offer we made around——don't quote me on this, because it might be one day before or one day after——the 7th of April.

Q. And the great trouble was wages?

A. We had no trouble on wages. We only asked

(Testimony of John W. Acosta.)

1939 San Francisco conditions and wages. That is the basis of memorandum to ship the men from here to Alaska, and the flat reply was no.

Q. That was about April 7th?

A. April 7th.

Referee Roden: That is all.

Recross Examination

By Mr. Madison:

Q. When you speak about April 7th and agreeing to go back to work on the 1939 San Francisco wages, was your testimony the same as has been testified by other members of your Committee that the Memorandum Agreement was to be at least as good as 1939 wages?

A. No, not even asked. At least, we asked 1939 San Francisco conditions and wages flat.

Q. And you were willing to sign on that, flat, at that time?

A. Flat, providing it was retroactive to the final agreement in Seattle, because the agreement in Seattle was a coastwise agreement and it was going to be subject to it.

Q. In other words, if the 1939 wages were less than the wages obtained in Seattle, then you would get the Seattle wages, the higher wages that were obtained later?

A. We was taking that chance.

Q. You were taking that chance you might get some more?

A. Or less. It all depends on the process of negotiations, that is all.

(Testimony of John W. Acosta.)

Q. Wait just a minute. I am coming to that "less" in a minute! At the same time I understand if the negotiations in Seattle were less then you were going to get at least the 1939 wages in San Francisco. Am I right?

A. I don't know. We went ahead on the basis of negotiating the Memorandum. The lawyers, as I stated before, flatly were over there only to say yes or no. There was no process of negotiations because they were not willing to do so. My understanding as a member [88] of the Committee was that the Company nominated or put or paid these two men over there to represent the three companies; and my understanding in particular was when the Company say, "Here it is. Go and negotiate." They implied to give them a certain price, to come to an a yes or no between negotiations, which didn't help because they never negotiated.

Q. Getting back to my question as to what the Memorandum Agreement was, what the proposition was, you were willing to settle on, I understand that you were willing to go on the basis of the 1939 wages, San Francisco wages?

A. That is correct.

Q. Plus whatever you might get out of the Seattle Agreement?

A. Well, there was an expectancy is all.

Q. Expectancy, is all? A. Right.

A. And under no circumstances were you to get less than 1939 wages?

A. According to that agreement, no. According

(Testimony of John W. Acosta.)

to the Memorandum Agreement we were not going to get less.

Q. No matter what happened in Seattle?.

A. That was dependent upon the negotiations of the Union.

Cross Examination

By Mr. Oliver:

Q. This April 7th date you refer to, that refers to work in Central Alaska?

A. That refers to Chignik and Karluk.

Q. Now, the date on which you refer to as being willing to go to Bristol Bay for the 1939 San Francisco wages, when was that offer made by you?

A. Well, I am not very good in remembering dates, but it was around six weeks ago, I think, seven weeks, I don't remember.

Q. What are six weeks from now?

A. Well, I don't know, the 28th or 20th of last month.

Q. Of May?

A. I believe. I am not certain. You don't have to quote me on that, because I am not certain.

Examination by Referee Roden:

Q. Local No. 5 doesn't send any men to Bristol Bay, anyhow, does it? A. No.

Redirect Examination

Q. Last year?

A. Last year, yes——Bristol Bay, Chignik, and Karluk.

Q. You always send men to Bristol Bay?

(Testimony of John W. Acosta.)

A. That is which?

Q. This year they are not operating with San Francisco operators? A. No. [89]

Q. But you haven't declared any strike against Bristol Bay canneries?

A. Absolutely not.

Mr. Resner: That is all I have at this time, Mr. Referee. I have two short witnesses in the morning, but before we adjourn I would like to have made a part of the record at this time the Regulation No. 10 of the Alaska Unemployment Compensation Law fixing the seasonal dates in this industry. I would like to have that given a number and made our next in order.

(Received in evidence as Claimant's Exhibit No 13.)

CLAIMANT'S EXHIBIT No. 13

#13

BENEFIT REGULATION No. 10

(Salmon Industry)

Section "3(c) (1)" of the Alaska Unemployment Compensation Law provides as follows:

"The term 'seasonal industry' means an occupation or industry in which, because of the seasonal nature thereof, it is customary to operate only during a regularly recurring period or periods of less than one year in length. The Commission shall, after investigation and hearing, determine, and may thereafter from time to time redetermine, the long-

est seasonal period or periods during which, by the best practice of the occupation or industry in question, operations are conducted. Until such determination by the Commission, no occupation or industry shall be deemed seasonal' "

Having given notice to all intersted parties of its intention to do so, the Commission did investigate and, after hearing, did determine:

A. That the industry known as the "Canned Salmon Industry" is of a seasonal nature; that it is customary to operate only during the regularly recurring periods.

1. That there are two general occupations within the "Canned Salmon Industry" known as the "short" and "long."

2. That the seasonal periods in the Territory of Alaska for these "short" and "long" seasons within the "Canned Salmon Industry" in the following districts are as follows:

Ketchikan District, including Hidden Inlet to Union Bay and the West Coast of Prince of Wales Island:

Short Season: June 25-September 20.

Long Season: April 10-October 1.

Wrangell District, including Union Bay to south end of Wrangell Island and Burnett Inlet:

Short Season: June 25-September 5.

Long Season: April 15-September 20.

Petersburg District, including canneries on Kuiu Island and Kupreanof Island:

Short Season: June 15-September 15.

Long Season: April 10-September 15.

Icy Straits, Chatham Straits, and Peril Straits:

Short Season: June 1-September 10.

Long Season: April 10-September 10.

Taku Inlet:

One Season: April 12-September 23.

Yakutat:

Short Season: May 10-September 10.

Long Season: April 21-October 10.

Cordova District, including east side of Prince William Sound:

One season: April 1-August 20.

Prince William Sound, including eastern side of Kenai Peninsula:

Short Season: June 10-September 1.

Long Season: April 10-September 10.

Cook Inlet, as far west as Chugach Island:

Short Season: May 25-September 10.

Long Season: April 5-September 10.

Kodiak Island, including Afognak Island:

One Season: April 5-September 5.

Alaska Peninsula:

One Season: April 1-September 10.

Bristol Bay, all canneries in Bay proper:

One Season: May 5-August 25.

Mr. Madison: Since Counsel is offering that Regulation in evidence, I would like to state for the purpose of the record that I, on behalf of my clients, question the propriety of that Regulation on the ground that the seasons as outlined therein are in excess in point of time to the actual sea-

sons, and reserve the right to ask the Commission to consider the propriety of that order at that proper time.

Mr. Oliver: I make the same request.

Mr. Resner: What order do you refer to?

I introduce this for the purpose of showing the seasonal character of this industry and the approximate dates this industry is in operation.

Mr. Madison: Well, I object to it for the reasons given.

Mr. Oliver: Yes. I object to it for the same reasons; and, further, it is not a true record of the actual dates.

Referee Roden: Those dates are fixed by the Commission, and they seem to have authority to fix it by Statute.

Mr. Oliver: So far as I know they do pursuant to proper notice.

Referee Roden: I don't know if they can notify everybody to go fishing in Bristol Bay. Probably they notified your Local Council?

Mr. Resner: The unions never had notice. One more thing here before we conclude. That is all I want to offer at this time. We have two witnesses who will not be long in the morning.

(Remarks were made off the record.) [90]

Referee Roden: We will adjourn until ten o'clock in the morning.

Mr. Resner: I want to get one thing clear before we adjourn this hearing. The only question is

whether or not a labor dispute exists, and any defenses that may be offered, any other reasons, aside from the labor dispute will not be admissible.

Referee Roden: Not upon this hearing.

Mr. Resner: That is my understanding. Thank you.

Mr. Oliver: Will there be some other opportunity to object?

Referee Roden: I understand the Commission can listen to objections any time prior to a final decision by them.

At 5:05 P. M. the hearing was adjourned to reconvene Tuesday morning, June 18, 1940, at 10 a. m.

Tuesday Morning Session

At ten o'clock, June 18, 1940, the hearing was reconvened by Referee Roden.

Referee Roden: All right, Gentlemen, we may as well proceed.

Mr. Resner: I am offering at this time and want to make part of the record some additional Claimants.

Referee Roden: All right. We will put that in with the others.

Mr. Madison: Are those Claimants filed?

Mr. Resner: Yes.

At this time I want to offer the personnel of the Alaska Salmon Company from our Union, Local No. 5, for the 1939 season (Indicating)

Mr. Oliver: For what purpose?

Mr. Resner: These are the people who worked at Alaska Salmon plants last year in Alaska and who work there from year to year, as I understand it. It is our contention Alaska Salmon wasn't going to operate under any circumstances this season; therefore, these people can't be unemployed because of any labor dispute, even if this inability to arrive at a contract constitutes a labor dispute.

Mr. Oliver: I object to that other than as a list which Mr. Resner contends represents persons [91] who were employed by the Alaska Salmon Company at their plants at some time during the 1939 season.

Referee Roden: What is the ground of the objection?

Mr. Oliver: We don't, in the first place, admit that these men are employes; secondly, there has been as yet no evidence one way or the other introduced as to the reason why the Alaska Salmon Company did not operate during 1940.

Referee Roden: I agree with you on that point, but on the first point raised by you, it seems to me that there ought to be not much dispute as to whether or not these men worked for the Alaska Salmon Company in 1939.

Mr. Oliver: I have not had an opportunity to check the list. I will be glad to do so, and if we find any errors in it we will so notify you.

Referee Roden: All right, sir.

Mr. Oliver: Mr. Resner, I understand you to state these were men employed by Alaska Salmon Company in 1939 and in other years. I cannot admit that is so because these employes change around greatly.

Referee Roden: I don't think whether they were employed before 1939, probably, is of great importance in this hearing.

Mr. Resner: That is right. This list is a list of those who worked for the Alaska Salmon plants during 1939. The only point I made is generally year to year the same workers go back to the same plants.

Mr. Oliver: I can't agree to that.

Mr. Resner: I am not offering it for that. That just happens to be the way the industry works—the same workers generally go back to the same plants from year to year, not exactly—and this list is a list of those employes who were employed in Alaska Salmon plants last season. And these plants weren't going to operate under any circumstances this year and, therefore, these people are unemployed not due to any labor dispute at all but because the canneries weren't going to operate under any circumstances.

Mr. Oliver: Are you introducing this as a list of people who were employes of Alaska Salmon Company in Alaska in 1939? And, further, does this list constitute a list of employes who have filed claims; each and every one of these have filed claims? [92]

Mr. Resner: I can't say exactly, but to the best of my knowledge yes.

Mr. Oliver: Otherwise, I don't see that it is relevent.

Referee Roden: We can check it.

Mr. Oliver: Well, restricted to that purpose, I have no objection subject to my right to check it to see whether it is correct.

Mr. Resner: I will recall Mr. Sam Young.

MR. SAM YOUNG,

resumed and testified as follows:

Redirect examination by Mr. Resner:

Q. Mr. Young, I want to direct your attention to the night of May 29, 1940. Did the union have a general membership meeting at that time?

A. Yes. That is right.

Q. And was the question of these negotiations discussed at that meeting? A. Yes, sir.

Q. You were present there? A. Yes.

Q. Minutes were made at that meeting?

A. That is right.

Q. I want to show you this paper and ask you if those were the men at the proceedings?

Mr. Madison: May I ask the purpose of these minutes?

Mr. Resner: Yes. These are the minutes of the union at the time in question. Statement was made by the witness an offer was made to the Canners with respect to signing for the 1939 San Francisco

(Testimony of Sam Young.)

wage scale and conditions. This is to substantiate the testimony of the witnesses, being a written record this transpired and the offer was made.

Mr. Madison: Of course, it is not a record any offer was made. It is a record they decided—a self serving document they were discussing making an offer.

Mr. Resner: It may be self serving. The witness has testified it was made. This merely adds to the testimony the witness has already given. As a matter of fact, their statements to the fact are self serving, so far as that is concerned.

Mr. Madison: I object on the grounds that it is incompetent, irrelevant, and immaterial, and it is a self serving statement. [93]

Referee Roden: I will admit it for what it is worth. Go ahead.

Mr. Resner: I want to direct your attention to those portions of the minutes having to do with the discussion of the 1939 contract. Will you find that in there and read the proposal finally adopted by the union, Mr. Young?

Mr. Madison: Are you offering the entire minutes or just portions of it?

Mr. Resner: Just that portion.

Mr. Madison: I think, if the document is going to be offered for what it is worth, the entire document should be offered for what it is worth.

By Mr. Resner:

I am offering that part of it which has to do with our case. Other parts are not relevent at all.

(Testimony of Sam Young.)

A. (Mr. Young) "Motion to reconsider carried, moved, seconded, concurred that we accept the final proposal of the Industry providing it contains a clause that the San Francisco 1939 wages and conditions will be retained and instruct our delegate in Seattle to sign for Local No. 5. However, if the agreement is worded in any other way, George Woolf be instructed to demand a memorandum or a supplemental rider to this effect.

"Moved and seconded, in view of the fact San Francisco Canners have refused to operate their canneries in 1940 and that we will not be employed this year due to the action of the Canners that we delegate our sister unions in Seattle and Portland full authority to negotiate their own agreements for 1940.

"Moved and seconded, that we go on record to sign the 1939 agreement offered by the industry under protest. Substituted for the whole, that we instruct Brother Woolf to sign agreements providing 1939 wages and conditions of San Francisco be retained in a clause to be inserted in the coastwise agreement; and also to the effect that all previous canneries operated by Local No. 5 shall be manned and operated by Local No. 5 crews. Moved, seconded, and carried."

By Mr. Madison:

Q. I understand what you just read to the Reporter appears from here to here?

A. That is right (Indicating) [94]

(Testimony of Sam Young.)

By Mr. Resner:

Q. That is the motion made, carried, and adopted at the meeting of May 29th of this year, Mr. Young?

A. That is right.

Q. And was that proposal negotiated with the union? A. Yes.

Q. How?

A. By mail and telegram.

Q. I show you this telegram and ask you if you can identify it?

A. Yes. May I read the telegram?

Q. That is a copy of the telegram.

A. Following motion passed, "That we instruct Brother Woolf to sign the agreement providing the 1939 wages and conditions of San Francisco be retained, in clause to be inserted in the coastwise agreement; and, also, to the effect that all canneries previously operated by Local No. 5 shall be manned, if operated, by crews of Local No. 5." Signed, "Sam Young."

Mr. Resner: I want to offer that telegram in evidence at this time.

Mr. Madison: Has it been identified as to the time?

A. (Mr. Young) That same night.

Mr. Madison: May 29th?

Mr. Resner: Yes. That can be verified by the records of Postal Telegraph, so far as that is concerned.

(Received in evidence as Claimant's Exhibit No. 15 and 16, respectively.)

(Testimony of Sam Young.)

Referee Roden: The Minutes will be No. 15 and the telegram will be Claimant's Exhibit No. 16.

CLAIMANT'S EXHIBIT No. 15

#15

ALASKA CANNERY WORKERS #5

Minutes
General Membership Meeting
Wednesday, May 29th, 1940

Karl Yoneda, Chairman Attendance: 550
M. Whaley, Recording Secretary
J. Acosta, Reading Clerk

Sister Rose Dellama of the Yanks are Not Coming Committee spoke on behalf of the Peace Rally to be held in Polk Hall Memorial Day and urged the Brothers to attend the meeting, and sell tickets. Also recommended that we elect one Delegate who will be our Yanks Are Not Coming Representative; and stated that Brother Filimon Vargas had volunteered to act in this capacity.

M:S, to concur in request of Speaker and elect Brother Vargas as Delegate. A:S, to elect three Delegates, two more besides Brother Vargas. Amendment carried.

Nominations:

Troche
Rendon
Gutierrez
Brusuelas
Noland—declined
Fukuda—declined

(Testimony of Sam Young.)

Aguirre—declined
Michel—declined
Glumaz—declined
Chow—declined
H. Roche—declined
Gallegos—declined

M:S, to close nominations. Carried. Bros. Noland, Fukuda, Aguirre, Michel, Glumaz, Chow, Roche, and Gallegos declined.

M:S, to elect the remaining four Brothers and Vargas, making a Committee of 5. Carried.

Reading of the Minutes of the Special Membership Meeting of May 24, 1940, were read. M:S, to adopt as read. Carried.

Reading of the Executive Board Minutes of May 28th, 1940.

Report of the Negotiating Committee and Coastwise Negotiating Committee was discussed at length.

Brother George Anderson discussed the Executive Board recommendations at length, and assured us that we will have a very good chance of getting our unemployment insurance, as we are having a hearing on this very soon; and the hearing will take about 8 or 10 days. Then this material has to be sent to Alaska and then re-discussed and sent back here.

Moved, that in view of the fact that we are not going to Alaska this year, let the problem become one of Seattle and Portland's only, and Local No. 5 instruct the Coastwise Negotiating Committee to this effect. No second.

(Testimony of Sam Young.)

M:S, that we reconsider our action taken at last Friday's meeting on the 1940 agreement. A:S, to to table this motion to reconsider.

General Membership Minutes, May 29, 1940.

M:S, to object to consideration of this motion to table. Motion Carried, 213 voting yes, and 75 voting no.

Motion to reconsider carried.

M:S, to concur that we accept the final proposal of the Industry, providing it contains a clause that the San Francisco 1939 wages and conditions will be retained, and instruct our Delegate in Seattle to sign for Local No. 5; however if the agreement is worded in any other way, George Woolf be instructed to demand a memorandum or a supplemental rider to this effect. A:S, that in view of the fact that the San Francisco canners have refused to operate their canneries in 1940; and that therefore we will not be employed this year, due to the action of the Canners, that we delegate to our sister Unions in Seattle and Portland full authority to negotiate their own agreements for 1940. A:A:S, that we go on record to sign the 1939 agreement offered by the Industry, under protest. Substitute for the Whole, that we instruct Bro. Woolf to sign the agreement, providing that the 1939 wages and conditions of San Francisco be retained in a clause to be inserted in the Coastwise agreement, and also to the effect that all previous canneries operated by Local 5 shall be manned and operated by Local 5 crews. Substitute for the whole carried.

(Testimony of Sam Young.)

M:S, that we hold the elections between June 1st and 15th, 1940. Carried.

M:S, that we comply with the Constitution and elect a Balloting Committee of 5. Carried.

Nominations:

Colon
Berolla
Fraticelli
Aguirre—declined
Glumaz
Acosta—declined
Valdez
Caballero—declined

M:S, to close nominations, Carried, Bros. Aguirre, Acosta, and Caballero declined.

M:S, to elect remaining five by acclamation. Carried.

M:S, to concur in recommendation of Executive Board that the Business Agent's salary stop June 15th, and that Brother Woolf be sent to the Maritime Federation Convention in place of Brother Noland. Carried.

M:S, to adjourn. Carried.

The meeting adjourned at 10:30 p.m.

Fraternally submitted,

M. WHALEY,

Recording Secretary.

(Testimony of Sam Young.)

CLAIMANT'S EXHIBIT No. 16

POSTAL TELEGRAPH

Night Letter

George Woolf
UCAPAWA Dist. No. 1
206 Bay Building
Seattle, Washington

Following motion passed quote: That we instruct Brother Wolfe to sign the agreement providing that the nineteen thirty nine wages and conditions of San Francisco be retained in a clause to be inserted in the coastwise agreement and also to the effect that all cannries previously operated by local five shall be manned if operated by crews of Local five.

SAM YOUNG

Charge: Alaska Cannery Workers Union

Att. This men are ready to go now on the basis of 1939 S. F. agreement.

Curtailment—pp. 11-p. 18—60 close period weekly.

1940—pp. 11, pp. 18—Enlarging the clause 84 hours, parag. B—Fishing area describe.

Maurice Whaley—question about meeting with the packers—I dis. mainly manning scale. 5 or 6 meetings, question of wage is transferred to Seattle —deadline of C & K's, memo. agree. to St. Sure, 1939 S. F. agree.

(Testimony of Sam Young.)

Mr. Resner: That is all, Mr. Young.

Cross Examination

By Mr. Oliver:

Q. Mr. Young, you testified yesterday, I believe, that you mailed to the Commission in Alaska various lists? A. Yes.

Q. Of employes of the various companies who were employes in 1939 who had filed claims?

A. Those who had filed claims I sent a list and attached to it a letter asking for hearing.

Q. Now, there has been introduced in evidence two lists, one entitled Alaska Salmon Company Personnel of 1939 season which consists of 250 names, and one Woodriver Personnel of 1939 Season which consists of 46 names. Do you recall whether you sent a list to the Alaska Commission containing 250 names and 46 names of individuals who were employed in 1939 by the Alaska Salmon Company and who have since filed claims? [95]

A. Well, personally, I have them separate for different canneries. If a man comes in and presents applications stating they qualify and I taking those claims and write to the Department of Unemployment in Alaska asking for hearing meeting. That was submitted here yesterday. But I can say many of the names from this list are names that have been sent in. Of course, there are some, that is, we have make arrangements. Some of them out of town can file the application out of town, which I haven't got, those Claimants, because the agency here claim that men out of town can file out of town; and those that

(Testimony of Sam Young.)

have not yet been filed can file between now and September. So, some of them can file and some of them have yet been filed.

Q. These actually constitute, do they not, the names on the union records of persons who were employed in Alaska by the Alaska Salmon Company?

A. That is right.

Q. And you don't know which, if any, of these people may or may not have filed any claims, do you?

A. Well, I would say the list could be checked up. That has been filed. And some of them have no record is for the reason some of them have been filed out of town. Some worked and some filed out of town,—like Oakland, San Mateo, Stockton, and Los Angeles. And I have no record of those filed out of town, and I have only record of those filed in San Francisco and return me the appliactions which I request for hearing—those that I know; we have a record to show that.

Q. Do you know whether or not any of these people have died since 1939?

A. Well, if those die they can not find no application. Those that work they can not find applications.

Q. I am merely trying to find out what this list is. This is a list of people on union records?

A. This is right.

Q. And you do not know that each and all of these people have filed claims?

(Testimony of Sam Young.)

A. I couldn't say off-hand, no. If they do it can be checked up in the record.

By Mr. Resner:

Q. At least, your union record shows every man on this list worked in a plant operated by the Alaska Salmon Company last year in Alaska?

A. Yes, sir. That is true.

Q. You copied this from the union list? The shipping lists? A. That is right.

By Referee Roden: [96]

Q. Then, I understand that this list is solely introduced for the purpose of showing the names of the men who worked for the Alaska Salmon Company last year, and for no other purpose?

A. That is right.

Mr. Resner: That is right.

By Referee Roden:

Q. What induced you to send up this list to Alaska?

A. Because, we introduced this list because that particular company not operate this year. They told us they are not going to operate, so those men are entitled for compensation because they are not operating. That is the reason we submit this particular cannery list.

Q. That is the only reason you sent it up there for? A. Yes.

Q. To Juneau?

A. I mean, I brought it up here for this purpose.

Mr. Resner: This list hasn't been sent to Juneau.

Referee Roden: That is what I wanted to find out.

Mr. Resner: All right, Mr. Young.

MR. *REVLES* CAYTON,

593 Market Street, San Francisco, California, being duly sworn testified as follows:

Direct Examination

By Mr. Resner:

Q. You are the Secretary of District Council No. 2, Maritime Federation of the Pacific?

A. That is correct.

Q. And are you an officer and member of the Maritime Cooks and Stewards?

A. I am a member, not an officer, at this time.

Q. You were last year?

A. No. I was Secretary of the District Council last year at this time.

Q. And you participated in negotiating this year for Alaska Cannery Workers?

A. I acted as negotiator for various negotiating committees during the last negotiations.

Q. That is, the negotiations which have just finished without a contract being reached?

A. That is correct.

Q. It is for the 1940 season?

A. That is correct.

Q. Did you serve in a similar capacity in 1939?

A. As Vice President of the Council I assisted the Secretary at that time in that capacity. I was Vice President in 1939.

Q. What Unions are connected with the Maritime Federation that were interested in these negotiations?

(Testimony of Revels Cayton.)

A. Alaska Fishermans Union, Alaska Cannéry Workers Union, the American Communications Association; [97] The Marine Firemen, Water Tenders, and Wipers Association.

Q. The Marine Firemen Water Tenders and Wipers Association is all one union.

A. American Communications Association, Machinists No. 68,—East Bay Machinists.

Q. Marine Cooks and Stewards?

A. Marine Cooks and Stewards. Marine Engineers Beneficial Association.

Q. Pilots? Master Mates and Pilots in on this?

A. No. I think that is all.

Q. Your Council, as I understand it, acted as a Coordinating Committee for these various unions, attempting to negotiate a contract for the current Salmon season in Alaska, 1940 season?

A. That is correct.

Q. When you say you acted as a Coordinating Committee, will you describe that? Tell us what you mean by that?

A. Well, unions prior to the opening of the season got together in this Coordinating Committee and generally attempted to work out a policy that would facilitate the reaching of agreements with the Packers. They would compare the various progress that they were making from time to time. That is about the general function of it, to coordinate the work, as it implies, of the various negotiating committees.

Q. Did you meet with representatives of the Packers?

(Testimony of Revels Cayton.)

A. I think two or three occasions I met with the representatives of the packers; namely, Mr. St. Sure and, I think it was, Mr. Moore.

Q. And do you recall approximately when those meetings started and when they ended? I mean, within what period of time were they held?

Mr. Madison: The two, you are referring to?

By Mr. Resner:

Q. I am trying to get the approximate date the negotiations started and the final time any meetings were held.

A. They started at the very first, I think, before they had met hardly with any of the unions at all. Then, there was on in between, the middle, with the Alaska Fishermans Unions. And the final meeting was on the last deadline set at midnight, around that day leading up to midnight.

Q. That was in May?

A. Yes. That was about in the first and last meetings, one in between. [98]

Q. Now, I want to ask you a question, Mr. Cayton, with regard to these negotiations. In your opinion were these negotiations carried on by the representatives of the operators in good faith or not?

A. Well, prior to this time, in the various negotiations we have dealt directly with the representatives of the packers.

Q. When you say prior to this time what do you mean? A. I mean, previous seasons.

Q. Previous years?

(Testimony of Revels Cayton.)

A. Previous years. That is, with the representative of the Red Salmon Company, of the Alaska Packers; and their men would negotiate directly with the heads of these companies and their advisors were men who had a great deal of practical experience in the field and they knew the Alaska Industry just as well as the men who were going to Alaska knew it—as men like Mr. Tichenor and the rest of them knew more about the Salmon Canning Industry than I; knew as much about it as any of the fellows negotiating. And on the basis of that they were able to hammer out some sort of agreement. This year this practice was not carried out. The negotiations were given over to a group of negotiators for them who first were not men who had any practice at all in the industry, who were attorneys, and who were not authorized to commit the Packers as such. For example, if there was anything in the question of a dispute the attorneys did not have the power to say, "Well, o.k. That will go." And, "That is agreed on." And, "I will go for that." Well, the answer was, "Well, we will have to take it back to the Packers and see what they say about it." In other words, it was sort of second hand negotiations.

Q. Stopping you there, Mr. Cayton, and referring to the authority your Committee and your Representatives from the Union had from your unions, had you come in with definite proposals that could be accepted? That the union had authorized you to go for? A. Yes.

Q. Negotiations for the unions had been pre-

(Testimony of Revels Cayton.)

viously authorized by the union what the unions wanted?

A. That is right. And if there was a compromise. For example, the unions wanted this. If there was comprising the Negotiating Committee had power to take that back and recommend to the membership and they practically can bind the union to such and such an agreement.

Q. In other words, they stated in their opinion the union would go for that and they practically committed the union to it?

A. That is right. [99]

Q. They were sure the union would go for it after they took it back? Is that the point you were making?

A. Yes. And also the union felt this. We were glad. If the Packers wanted to have attorneys in the field that is o.k., but we did feel if they would have had a couple of practical men, Mr. Commissioner, a couple of practical men who had been to Alaska and knew the conditions and who could talk with the men just exactly what the problem was, on that basis they could trash it out. And we felt and all the unions felt that the attorneys should have been augmented by the men representing the Packers who knew something about Alaska and something about the conditions there, and what the beef was all about. And, as it was, we were talking with men who didn't know Alaska from Florida.

Q. Did the unions come in with definite proposals, Mr. Cayton? A. They did.

(Testimony of Revels Cayton.)

Q. And how were those proposals submitted?

A. In the form of a written agreement, proposed agreement, to constitute the basis for negotiations.

Q. In other words, did the Alaska Cannery Workers submit such a proposed written agreement for 1940?

A. I understand most of their work was being done in Seattle. It was mainly a question of wages, and a few things like that.

Q. Wages and Manning Scale in San Francisco to be incorporated in a memorandum agreement?

A. That is correct.

Q. But you know, do you, whether or not the union submitted their offers to the Canners?

A. All unions made concrete proposals.

Q. In written form? A. Yes.

Q. Did the Canners come back with anything in written form?

A. Not according to my knowledge. According to my knowledge of the thing they carried on a process of rejecting things put by the union and stating, "We must have certain reductions all down the line," to all the unions.

Q. In other words, they said they had to reduce the things the unions had last year all the way down the line?

A. I think the Packers, or the representatives of the Packers, will state here that the general idea was there had to be a substantial reduction in the operating expenses this year and every union was going to have to take a slice of that cut. That was

(Testimony of Revels Cayton.)

the frank statement at the beginning and their frank statement at the end. I think it will be their frank [100] statement here.

Q. And I want to draw your attention to this fact. For instance, let us take the Alaska Fishermans Union, for example. Do you know what they proposed to the Operators this year? What they wanted?

A. The Alaska Fishermans Union would have gone for the same agreement they had in 1939, the previous year. They did, however, want some small changes where the Company had, for example, not given adequate gear on some of the ships, and what not, and were to be in the agreement but still didn't furnish it. And they wanted penalty clauses if this wasn't furnished by certain times. Also, they wanted equalization in the travelling money for the Alaskans. Now, they felt in connection with this that a great deal of adverse publicity was coming to their union and people in the states generally because the resident fishermen were not getting the same wage in regard to the present season there as fishermen who came from the States. And they wanted an equalization of this. However, it is my frank opinion that these things were very minor and if the same price on fish as of 1939 could have been given to the fishermen there would have been nothing standing in the way for reaching an agreement.

Q. Now, with respect to the fact the fishermen offered to renew their 1939 agreements except as you stated here, did the Packers come back with a coun-

(Testimony of Revels Cayton.)

ter proposal in writing, with any other concrete form?

A. Mostly they come back in writing, so far as I saw, were a series of letters stating that—placing certain deadlines as to the negotiations—and if the negotiations weren't concluded by those times that everything would be off. Now, it is possible that correspondence took place between the Packers and the Unions that didn't come to my attention. It might have come to a meeting and been reported verbally, some of these things, and might have been in writing. I couldn't say definitely in regards to that.

Q. In your capacity as Secretary of the District Council and Representative of the Coordinating Committee, was it your function to communicate the position of the unions to the Packers?

A. It was. When joint positions were taken, why, we did that.

Q. Did you write them a series of letters?

A. I did. [101]

Q. I want to show you first the letter of April 9, 1940, addressed to the Industry, attention Mr. Paul St. Sure, signed by yourself, and ask you if that letter was sent by you?

Mr. Madison: May I see that? (Indicating)

By Mr. Resner:

Q. Would you look at that letter, Mr. Cayton, and tell us whether that is a copy of the letter you sent to the industry in care of Mr. St. Sure?

A. It is.

(Testimony of Revels Cayton.)

Q. At this time, Mr. Referee, I want to offer this letter in evidence as Claimant's next in order.

(Received in evidence as Claimant's Exhibit No. 17)

You sent this letter Mr. Cayton on April 9, 1940, to the Industry signed by yourself, Secretary of District Council No. 2? A. That is true.

Q. Copies of this were sent to Alaska Salmon, Red Salmon, and Alaska Packers. I want to offer this, Mr. Referee as Claimant's next in order.

(Received in evidence as Claimant's Exhibit No. 18)

CLAIMANT'S EXHIBIT No. 18

April 9, 1940

Alaska Salmon Industry, Inc.,
230 California Street
San Francisco, California

Gentlemen:

Replying to your letter of April 9.

Immediately upon the receipt of your letter the unions affiliated with the District Council #2 held a meeting at which your letter, which was considered more in the nature of an ultimatum, was discussed by all of the interested unions in this district.

After a full and complete discussion of your letter all of the union to which you referred in your letter decided that they are ready, able and anxious to continue, and if possible complete contract arrangements with you at the earliest possible time.

(Testimony of Revels Cayton.)

For the past several months all of these union have signified their intention to negotiate an agreement with you and in particular to conclude an agreement within a reasonable time before your vessels usually sail.

The proposals that you have made so far, are and have been unacceptable to the unions and we feel that your present attitude in endeavoring to force through a contract and by delivering ultimatum after ultimatum impels us to question the good faith on your part.

To list a few of the inadequate proposals you have made: you desire for instance to eliminate the $75.00 penalty clause from Alaska Fishermen's Union, which clause has been in effect for 15 years; you wish other concessions from Alaska Fishermen's Union which they have enjoyed for many years and which they do not feel they should relinquish; with respect to the Marine Cooks & Stewards you apparently wish to revert to the old-style practice of not recognizing the 8 hour day and you desire to eliminate most of the compensation heretofore paid for overtime; your proposal also endeavors to cut the season for the Alaska Cannery Workers to approximately 35 days less than it has been.

We wish to direct your attention to the fact that the Alaska Salmon industries are being exploited not solely and only for the benefit of the corporations that own and maintain the plants but are being exploited as well for the benefit of the people

(Testimony of Revels Cayton.)

that operate the plants and have for many years enjoyed the major portion of their income therefrom. These workers must receive their fair portion of the wealth of this industry and we cannot accept any proposal, let alone any ultimatum that has for its purpose the elimination of conditions heretofore enjoyed.

It was our hope that at the outset of this season's negotiations it would have been possible to sit down around a table, with the veterans of the Salmon Packing industry who have represented the Company for so many years, and who are practical men, and hammer out an agreement. Instead of this there has been a series of half-hearted meetings called by yourselves. The negotiators from the various union report that your committee has been able to make no direct answers or binding commitments.

The spirit of your letter is an attempt to saddle upon all of these unions an arbitrary attitude toward the Packers and a reluctance to bargain with them. This we emphatically deny. We have endeavored, ever since we first suggested that negotiations be commenced, that such negotiations be speeded toward the end that we reach a speedy and amicable conclusion. We feel that your dilatory tactics have been the cause for the last minute rush.

We again wish to advise you that we will meet as often and as long as necessary in order to conclude this agreement but we again state to all concerned that if the officials of your various Com-

(Testimony of Revels Cayton.)

panies would sit around the table with us, and with their counsel if they choose, negotiations could probably be concluded within a short time.

Very truly yours,

DISTRICT COUNCIL #2
MARITIME FEDERATION
OF PACIFIC
REVELS CAYTON
Secretary

uopwa—34
c/o Alaska Salmon Company
Red Salmon Company
Alaska Packers Ass'n.

I want to direct your attention, Mr. Cayton, to that memorandum to the union dated May 2, 1940. Did you send that memorandum to the unions?

A. Well, there is one. It is divided into two sections here. There is a memorandum to all unions.

Q. Were copies of this To all Unions sent to the Packers?

A. Yes. This was. (Indicating) This Memorandum to All Unions.

Q. Those are just the letters identifying the Memorandum, are they not, Mr. Cayton?

A. Yes, I guess that is true.

Q. This is a memorandum of May 2, 1940, addressed Memorandum To All Unions, being unions in the District Council Maritime Federation, Dis-

(Testimony of Revels Cayton.)

trict No. 2, signed by Revles Cayton, Secretary, outlining the union's position on the attitude of these negotiations. And this was sent to the following operators representatives: To Mr. St. Sure. To the Red Salmon. To the Alaska Packers. That is, these are the letters with which the memorandum was sent to the Packers, is that correct?

A. That is right.

Mr. Resner: I want to offer this as Claimant's next in order, Mr. Referee. They are together.

(Received in evidence as Claimant's Exhibit No. 19) [102]

CLAIMANT'S EXHIBIT No. 19

May 2, 1940

Memorandum to all Unions

This afternoon in the office of District Council #2 of the Maritime Federation of the Pacific a meeting was held at which all of the Unions who engage in the Alaska Fisheries were present. There was a general discussion and resume regarding the negotiations being carried on between the negotiating committees of the various unions and the representative of the Packers.

After a lengthy discussion it was the consensus of opinion that the Packers have evinced no desire to engage in the Alaska Fisheries this year. In making a statement such as this no positive basis for the statement could be given, but drawing upon the history of negotiations for many years last past,

(Testimony of Revels Cayton.)

no other conclusion could be drawn from the facts presently before us.

All of the unions have virtually agreed to accept the basic rates of pay paid by the Packers in 1939 and suggested that there be various clarifications of certain ambiguous portions of those contracts. There was only one other important factor in negotiations to be considered and that is the request of the unions that the residents of Alaska be paid on the same basis as those workers who go to Alaska for the salmon season.

We have referred in this memorandum to the "negotiations" between the unions and the canners. The use of the word "negotiations" is probably a misnomer. There have really been no negotiations; that is not due to any fault on the part of the unions, but is due to the recalcitrant attitude of the canners in apparently delegating full authority to J. Paul St. Sure, their attorney, who has been supplied with a series of "yes" and "no" answers and beyond those answers he will not go. So that the prior custom of sitting around a table and discussing the various aspects of contracts has, at least for this season, been eliminated. Thus the element of personal contact in negotiations is entirely lacking; there has been no real discussion and no real bona fide attempt on the part of the canners to enter into agreements.

In view of this conduct on the part of the Packers we have been forced to come to the above conclusion that the packers have no real desire to go to

(Testimony of Revels Cayton.)

Alaska this season but are pretending they wish to operate their canneries only for the purpose of endeavoring to reduce wages approximately 20% and at the same time eliminate many gains and improvements in working conditions that the workers in the industry have enjoyed for many years.

We have heard, and on fairly good authority, that the packers have been informed that if they do not operate this season, and through such operations contribute certain taxes to the territory of Alaska, that next year increased adjustments will be made in the Alaska taxes in order to compensate the territory for the willful refusal of the packers to operate in the 1940 season. Undoubtedly, part of their present plan is to make their offers to the various unions so unattractive that the unions will not accept the terms of the packers and thus the packers will be able to blame the unions for the inability of the packers to engage in the fisheries, and use this excuse as a defense and argument if the territory should increase taxes on the packers. This statement regarding the taxes may not be true, but if true, it certainly would be a reasonable part of the plan of the packers in making their offers so unattractive that the unions would not accept them.

The packers have set May 3rd at midnight as the deadline for entering into an agreement. We sincerely hope that they want to enter into an agreement, and all negotiating committees of the various

(Testimony of Revels Cayton.)

unions, including this Council, stand ready to meet with the Packers at any and all times between now and midnight tomorrow or any further time to which they wish to extend their so-called negotiations.

Fraternally yours,
REVELS CAYTON
Secretary

uopwa—34

May 3, 1940

J. Paul St. Sure
Alaska Salmon Industry, Inc.
230 California St.,
City

Dear Sir and Brother:

You will find enclosed copy of a memorandum to all unions that was sent out last night; also carbon copy of a letter sent to A. E. Harding in reference to the position taken by our Council in connection with the opening of the Karluk cannery.

Fraternally yours,
REVELS CAYTON
Secretary

uopwa—34

(Testimony of Revels Cayton.)

May 3, 1940

Red Salmon Canning Co.
64 Pine St.
City

Attention: Mr. Peterson

Dear Sir and Brother:

You will find enclosed copy of a memorandum to all unions that was sent out last night; also carbon copy of a letter sent to A. E. Harding in reference to the position taken by our Council in connection with the opening of the Karluk cannery.

Fraternally yours,
REVELS CAYTON
Secretary

uopwa—34

May 3, 1940

Alaska Packers Association
111 California St.
City

Attention: Mr. Tichner

Dear Sir and Brother:

You will find enclosed copy of a memorandum to all unions that was sent out last night; also carbon copy of a letter that was sent to A. E. Harding in reference to the position taken by our Council in connection with the opening of the Karluk cannery.

Fraternally yours,
REVELS CAYTON
Secretary

uopwa—34

(Testimony of Revels Cayton.)

Q. That memorandum outlines the union's position and attitude to the negotiations?

A. Yes, it does.

Q. I want to direct your attention to that time, the first part of May this year; did you have a meeting at that time with the representatives of the United States Maritime Board and Packers Representatives, Mr. Cayton? A. Yes, we did.

Q. Can you tell us when and where that meeting took place? Who was present?

A. I think it was the 3rd. The 3rd was the deadline set, I think.

Q. May 3, 1940?

A. Yes, that is May 3rd. Well, it took place around—I guess it was around five o'clock of May 3rd, in the office of Alaska Salmon.

Q. Who was there?

A. Mr. Gertz, Federal Mediator; Mr. St. Sure; and myself.

Q. Mr. Gertz—William Gertz was the representative of the Maritime Labor Board?

A. Right.

Q. Had he been authorized by the government in this matter? A. That is right.

Q. How did Mr. Gertz happen to get into the case, into the negotiations?

A. We received a letter, that telegram, I think. The Maritime Labor Board had interested itself in trying to see that successful negotiations were conducted and they sent this wire to us, which we ac-

(Testimony of Revels Cayton.)

cepted; and, I believe, that the Packers did likewise.

Q. I show you that wire, Mr. Cayton, and ask you if that is the wire you received? (Indicating)

A. That is the wire.

Mr. Resner: This is a wire from Robert W. Brewer, Chairman of the Maritime Labor Board, directed to Mr. Cayton, Secretary of the American Federation of Labor, District Council No. 2, Balboa Building, San Francisco, dated Washington, D. C., May 3, 1940, offering the services of Mr. Gertz in these negotiations.

I offer this as the Claimant's next in order.

(Received in evidence as Claimant's Exhibit No. 20)

CLAIMANT'S EXHIBIT No. 20

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MRT RXF82 100 GOVT 1 EXTRA—F

WASHINGTON DC 3 248P

Revels Cayton—Secy Maritime Federation of the Pacific District Council #2 Balboa Bldg

1940 MAY 3 PM 2 57

Having been advised by its representative Mr. W T Geurts that controversy exists between the workers whom you represent and the Alaska Salmon Industry Incorporated which threatens to interfere with the free flow of waterborne commerce. The Maritime Labor Board hereby proffers the services of its mediator Mr. Geurts in the hope that he may

(Testimony of Revels Cayton.)

be of assistance in resolving the questions at issue into a mutually satisfactory agreement. The Board takes this action in the public interest and in conformity with the duties imposed upon it by Title X of the Merchant Marine Act of 1936 as amended.

ROBERT W BRUERE
Chairman Maritme Labor
Board.

Q. You had that meeting. What was said?

A. We went over the various status's of negotiations in the various unions. I think that it can be agreed here by Mr. St. Sure and Mr. Moore that the main ones we were interested in was the question of the fishermen and reduction that the fishermen were asked to take. [103]

Q. What kind of reduction was that?

A. I think it amounted to about 17%, I am not sure, on the price of fish.

Q. 17% reduction over last year, the 1939 season?

A. That is right. And negotiations shaped up this way. If the fishermen could be gotten over that hump, well, the rest of the unions wouldn't be difficult to settle with them for this reason—that the fishermen and cannery workers constitute the unions whose very life depends upon the Alaska season. The rest of the unions are not so dependant on the Alaska season, inasmuch as they can find

(Testimony of Revels Cayton.)

other means of work. But these men follow
industry and they are pretty much up again
if they don't go to Alaska. Therefore, what
agreement would be reached by these two m
companies—not companies, two major unions—
the other unions would immediately sort of set t
sails in accordance with that progress. And if
17% could be gotten over it would be a very
matter, and the Company would at the same t
accept the 1939 standards for the rest of the uni
the season would have been on. There would b
question about that.

Q. In other words, at that time, Mr. Cayton
I understand your testimony, you told Mr. St. S
and Mr. Moore that so far as the other unions w
concerned, including the Alaska Cannery Work
Union, they would go on the basis of 1939
Francisco Agreements? A. Yes.

Q. If they could come to their agreement w
the fishermen and not cut them below last year

A. If the fishermen could have been gotten o
and the companies would have accepted 1939 agr
ments for last year it would have been clear saili

Q. For all these men that went last year?

A. That is right.

Q. Mr. Cayton, as Secretary of the Distr
Council, whenever any of your unions are engag
in strike that matter is taken up through the Co
cil, is it not? A. Yes.

Q. And approval obtained from the Council

A. Yes.

(Testimony of Revels Cayton.)

Q. Now, in connection with this current 1940 Alaska fishing season was there ever any talk of strike? A. Not that I know of.

Q. Did any of the unions or the Council declare any strike or authorize any strike? A. No.

Q. In other words, there is no strike that has been declared against the Alaska Salmon Industry?

A. We didn't have agreements with none to strike about. [104]

Q. And none of the members of any of the Unions affiliated with your Council have done any work in Alaska this season, have they?

A. No, we got froze out complete.

Q. What is the attitude of the unions today, Alaska Cannery Workers Union, with regard to the season? On what terms are they willing to go now and have they been willing to go?

A. Well, all the unions would go for 1939, if we could get it.

Q. They would go tomorrow?

A. Sure we would. We would have gone that night.

Q. May 3rd? A. Yes.

Q. Before the deadline? A. Certainly.

Q. That was before the deadline? A. Yes.

Cross Examination

By Mr. Madison:

Q. Mr. Cayton, as Coordinator for the Maritime Federation Bay District Council No. 2, how many of these meetings here did you attend?

(Testimony of Revels Cayton.)

A. I attended three meetings.

Q. How many with Mr. Paul St. Sure?

A. To my best knowledge, three meetings.

Q. At which Mr. St. Sure was present?

A. That is right.

Q. And was one of these meetings with Mr. Gertz, the Federal Mediator?

A. That is right.

Q. Now, as I understand it, the meetings that you have reference to where bad faith was employed were the three meetings you have referred to?

A. No, not completely. You see, as Coordinator I had my finger tips on the reports almost daily. In fact, whenever the unions got through negotiating they telephoned me on arriving back to their union hall just what progress they made. So, I would say, I had my fingertips on the general pulse of the thing more than any one individual.

Q. In other words, you base it on those three meetings and also on the reports you got from the unions, themselves, who had been in the negotiations? A. That is right.

Q. Now, as I understand it, one of the things you mentioned particularly was the fact that these meetings were not held with anybody who was familiar with the actual conditions in Alaska. Is that correct?

A. It was our opinion that much more progress could have been made, though I don't say that

(Testimony of Revels Cayton.)

agreements could not have [105] been reached by Mr. St. Sure. I do think it was the opinion of the unions, and as our letters there will show, that much more progress could have been made had we had a practical man who knew, for example, something about Alaska to work with. For example, I telephoned Mr. Tichenor when the first season was called off.

Q. You mean the Central Alaska?

Mr. Resner: Central and Southern.

A. That is right. And told him why on earth didn't he get somebody who knew something about Alaska up there? Who knew something? And why he and others didn't sit in? And they would sit down and didn't challenge the unions with ultimatums. We could get somewhere! And *we* didn't commit himself very much in regards to it, as to introducing or having someone besides the attorneys sit in.

Q. Now, in prior years before the formation of this Alaska Industry, Salmon Industry, Mr. Tichenor has conducted the negotiations for the Alaska Packers, has he not? A. That is correct.

Q. Have you been sitting in with these negotiations?

A. As Vice-President of the Council last year I assisted, acted as assistant to the Secretary, Mr. S. R. Brown, and sat in all the coordinating meetings and was familiar with it.

Q. You didn't sign it?

(Testimony of Revels Cayton.)

A. I think I sat in one or two meetings with Mr. Tichenor on behalf of the Marine Cooks and Stewards. I was an official of the Marine Cooks and Stewards at that time.

Q. Then, you don't know whether Mr. Tichenor, also, had to refer matters back to his company when the questions came up, do you?

A. Let me make clear what I am getting at. When you work on an agreement you can sit down over a table and it is the attitude in which you sit down over the table. If you say, "We want so much money for coffee time, here," and, "So much money for overtime, there." And, take some of the practical men who have been to Alaska? They say, "No. You know, it doesn't take that much time. It takes that much time there." And the union says, "Maybe that is right. We will go half way." And then you reach an accord. But you do that on the basis of persons having some actual experience and actually working on the problem confronting the thing. And when you say, "Somebody rope a line here," and he doesn't know whether it is a hook or sinker, you can't negotiate with people like that. We don't try to go in Court and do things. We say they can have lawyers and think they should to protect their [106] interests, but along with the lawyer should be at least one practical person who has been somewhere north of San Francisco to be able to negotiate and work out an agreement. And when you don't have such practical negotiations, then negotiations become a series of high powered maneuvers. And that

(Testimony of Revels Cayton.)

is what this whole negotiations was. There wasn't any time they went down and sat over a table, according to the reports of the Committees, and where they discussed pro and con whether this should be granted or that should be granted.

A general policy was established and formed at the very first meeting there has got to be substantial cuts. And that is the score!

Q. Did they explain why they wanted substantial cuts? A. Yes. Said they was not making any dough.

Q. And they said they wanted substantial cuts? Took that position throughout the negotiations?

A. That is correct. In all honesty it is correct.

Q. They made that statement? There is no question in your mind about it?

A. Well, the best evidence of it—there was no season!

Q. No offer was made for substantial cuts?

A. For 1939 Agreements the unions said. They felt that.

Q. What union are you referring to now?

A. I am referring to all the unions, including the Alaska Cannery Workers Union. If they would have given the fishermen the 17%, and offered 1939 agreements to the rest of them? If they would have made this offer, "We will go for 1939 agreements", the union would have snapped at it.

By Mr. Resner:

Q. 1939 San Francisco you are talking about, it is?

(Testimony of Revels Cayton.)

A. Yes, sir. They would have snapped at it!

By Mr. Madison:

Q. Now, in spite of the fact all the unions were told the employers wanted reductions from the 1939 agreement—that is correct, isn't it?

A. I didn't get that.

Q. It is a fact, isn't it—I think you have already testified to this—all the unions were told that the employers weren't making any money and that they wanted reductions from the 1939 agreement?

A. That is right.

Q. No offer was made by the union at any stage of the game for anything less than the 1939 agreement, was there?

A. They don't! Unions are not in a practice of cutting down on gains that they have already got.

[107]

Q. I understand that. But the answer to my question is No?

A. The answer to your question is no.

Q. Now, do you know of any unions of your own personal knowledge that offered to go to Alaska on the 1939 San Francisco agreement?

A. Yes.

Q. Which? And when was the offer made?

A. Let me make this clear. There are numerous unions that would have gone—I mean, made the statement.

Q. To you?

A. Not only—wait just a moment, please! First, that night when we were there with St. Sure it

(Testimony of Revels Cayton.)

was stated there to them and was generally looked on and agreed there, I think, that if the fishermen should be gotten over and such an offer would be made for the 1939 agreements to the rest of the unions that they would all accept it. There was no doubt about that.

(The Reporter read the last question.)

A. The Alaska Fishermens Union wanted to go for the 1939 agreement, that is, the same price on fish provided that they could have certain small adjustments made. This was later accomplished in Seattle. These adjustments were made and they went. The whole central issue, of course, was the question of the price. And if they could have got the 1939 price they would have gone, and adjustments would have been very trifling.

Q. Isn't it a fact, if I may interrupt you there, that the Alaska Fishermen offered to the employers to go on the 1939 agreements without any conditions? And, if so, when was the offer made and to whom? A. Without any conditions?

Q. Yes?

A. You see, if you are going to build up this question over tradition, like big conditions? Or on to the 1939 agreement, like a big thing?

Q. I am not trying to build up anything. I am just trying to get my questions answered.

A. I am trying to answer it for you. For example, one of the things they wanted in addition to the 1939 Agreement was some lines so that when the scows came along to unload their fish these

(Testimony of Revels Cayton.)

safety lines would be there to keep the men from possibly being hurt. That is one of the things they had to put up a big beef, and one of the conditions they wanted. And the conditions they put on it were things of this nature, things that could be adjusted very simply. The thing negotiators said they couldn't understand why they weren't adjusted should have been adjusted. So, if you put it that way, you can [108] see the conditions did not amount to much.

By Mr. Resner:

Q. Mr. Cayton, when you use this word "beef", you mean controversy or argument or difference of opinion?

Mr. Madison: I think "beef" has become well known in the English Language in the last few years.

Referee Roden: *I* will soon be in the dictionary, I guess.

A. I can go on with some of the other unions, if you wish?

By Mr. Madison:

Q. That is the best answer you can give to my question?

A. Well, I think that is the answer, yes.

Q. What is the next union?

A. The Alaska Cannery Workers. 1939 agreement here out of Frisco would have been satisfactory, but they wanted to go for! If you fellows could have got 1939 out of Seattle, which is a sub-

(Testimony of Revels Cayton.)

stantial reduction, well, it would have been o. k., I suppose, with you; but the men wanted 1939 out of San Francisco. In other words, they would have gone for what they had last year. And the Packers knew it as well as we knew it. If they said, "O. K. boys, you go as you went last year." We would have been on those ships so fast it would have made your head swim.

Q. Do you know if that offer was communicated to the Canners any time prior to May 29th, as was testified to yesterday by four five witnesses on the stand?

A. Alaska Cannery Workers?

Q. Alaska Cannery Workers Union?

A. That is the position they were taking in the coordinating committee.

Q. The question is, When was it communicated, if you knew? Whether it was communicated or not? You said you knew it was communicated, and I asked you if it was communicated prior to May 29, 1940?

A. I am not going to say it was communicated, because I was not at the meetings and nothing put in writing. That is the thing they reported to the negotiating committee.

Q. And that is all you know about it?

A. Yes.

Q. And that is the same with all the rest of these unions?

A. That is right.

Q. Now, we get down—

(Testimony of Revels Cayton.)

A. (Interrupting): May I make one exception to that? And that is the Alaska Fishermans Union, which is the third meeting. There was one at the beginning of the season and one [109] in the middle—and that is the meeting I was in with the Alaska Fishermans Union and went through their entire agreement with them and Mr. St. Sure. So, I can speak first hand in connection with that union.

Redirect Examination

By Mr. Resner:

Q. What date was that, Mr. Cayton?

A. I don't know.

Q. Approximately?

A. Things were happening so fast around there. When was that, Mr. St. Sure, about?

Mr. St. Sure: April 30th.

A. April 30th.

Q. That is when the fishermen communicated their offer?

A. Yes. That is the meeting I sat in with them, I think.

By Mr. Madison:

Q. That is the meeting you testified to the offer before. You testified they would go for 1939 under certain conditions, you say are unemportant.

Now, I think that you testified in regard to this meeting with the Maritime Commission with Mr. Gertz. Do I understand that at that meeting there was communicated to Mr. St. Sure or to the repre-

(Testimony of Revels Cayton.)

sentatives of the Canners present that if this 17% reduction that they were asking for could be gotten out of the way that all the rest of the men would go on the 1939 agreement. Was a statement to that effect made or was it just your understanding?

A. Here is what happened. We went over what the various unions wanted and what not. And, you got to figure how negotiations are conducted. A union raises certain demands and then certain conditions arise. And then they review those demands in the light of those conditions. And then they slack off. It doesn't look so good. And then they accept a compromise. And it goes that way. You dicker around. That is the way negotiations are conducted. Now, it was the consensus of opinion there, and I think Mr. St. Sure will back me up when I say he and Mr. Moore were of the opinion if the fishermen would be gotten over, that hump gotten over, the rest of the things could be adjusted. And it was stated by myself, "If you fellows can just get over with the fishermen, we can adjust the rest of this stuff." And there is time and time again I stated that to them. And it was the opinion—I am not supposed to be quoting Gertz, he can speak for himself. I will only speak for myself. But it was obvious from that meeting that if the Packers could get a situation like this: whereby the other unions would accept 1939 out of Seattle, which would amount to the cut reduction for those and the fishermen would accept [140] the

(Testimony of Revels Cayton.)

17% why, they would be able to go. I mean, that was pretty clear what their position was.

Q. No one made any statements to that effect?

A. Certainly, because that is what they were asking from practically all the unions.

Q. That is what the employers were asking?

A. That is right.

Q. But there was no indication by any of the unions that they would do that, of course?

A. No. That is correct. And, this was almost their platform: 1939 out of Seattle and fishermans 17% reduction.

Q. Now, all these various things were discussed at this meeting with Gertz, weren't they? All the conditions *rasselled* around with? And there was discussion there?

A. That is true. I would like to also state it came to my attention there. I can say at the time we were discussing them that I think the whole report in connection with why the season didn't go through has already been written.

Q. That is your opinion?

A. More than opinion.

Examination by Referee Roden:

Q. What do you mean by 1939 out of Seattle?

A. Well, you see, 1939 out of Seattle was at the lower rate. The scale, you see, of salary was lower, and what not, in Seattle than 1939, out of San Francisco.

Q. You mean, 1939 Seattle Agreement?

(Testimony of Revels Cayton.)

A. Yes, that is what I mean. This would have—well, the fellows have tried to estimate what reduction that would be. It would vary. Some unions as much as 20%, and what not, in what they got out of San Francisco in 1939.

Q. No agreement was reached with the fishermen?

A. The fishermen? That night we went over there, at midnight, and Mr. Gertz telephoned them and asked them "Anything new?" at midnight, and they said, "No, nothing new." And the fishermen rejected the 17%. Now, that was the key, because the Fishermens Union. You see, Mr. Commissioner, the Unions, like the sea going crafts, Firemen, Cooks, and these unions—have other means for their men to go to work, you see. So, if the fishermen ever reached an accord and if they would have granted the 1939 for the Cannery Workers, well, then the heat would have been on the unions and the other unions wouldn't have stood in the way because then we would have called a Council meeting and gone after them. The Packers know about as much as the unions and as we do and they know real good politics about these unions—and that is true!

Recross Examination

By Mr. Madison:

Q. It is a fact, isn't it, in these negotiations all the members [111] of the Maritime Federation have a definite understanding and agreement

(Testimony of Revels Cayton.)

that one union won't sign up until they are all satisfied to sign up?

A. Yes. But you can't take it——

Q. (Interrupting): Is that a fact or not?

A. The unions before anyone signed try to reach an accord generally. And the factors as to what makes them reach an accord is the thing I am stressing here and which can't be underestimated.

Q. The fact of the matter is, isn't it, you have always taken, the Maritime Federation has always taken, the position one union won't sign up until all members of the American Federation are ready to sign up? A. We sign jointly.

Q. And you advise the Packers to that effect?

A. Yes. And the very fact we do this would in this case be a safeguard for the two big unions, because once they were ready to sign then they would be able to move as a group and that would mean pressure would be on all the smaller ones to come in. And unions like A.C.A. and Radio Operators are continually quarrelling because they say, "We are one of the small unions. When the big unions sign up we have pressure on us." So, signing jointly wouldn't work against the Packers, but in their favor. Because they would have the pressure of forcing other unions in line, which they have done on many occasions, because it is their policy to sign with the big ones as in previous years and put the heat on the small ones.

By Mr. Resner:

Q. You are saying that it has been their policy?

(Testimony of Revels Cayton.)

A. Policy of the Packers, yes. They know that game!

By Mr. Madison:

Q. But the Cannery Workers won't sign until the Fishermen are ready to sign. Isn't that it?

A. The Fishermen are ready to sign?

Q. Yes.

A. The Cannery Workers won't sign until everybody is ready to sign—neither will the Fishermen.

Q. And the Fishermen won't sign until the Cannery Workers reach an agreement?

A. No one will sign without the other.

Q. Nobody will sign until each union is ready to sign?

A. That is correct. You see, if we didn't have that sort of thing you could take the Radio Operators of about fifty men and they would be able to hold the whole season up. And neither can, oh, any of the other unions so vitally involved. It, in other words, makes Alaska Cannery [112] Workers and Alaska Fishermen the ones who practically determine the season.

By Mr. Resner:

Q. So far as the unions are concerned?

A. That is right.

Mr. Madison: No further questions.

Redirect Examination

By Mr. Resner:

Q. Mr. Cayton, Mr. Madison asked you about

(Testimony of Revels Cayton.)

whether you knew whether the offer to go on the 1939 San Francisco Agreement had been communicated to the Packers prior to May 27th. I want to direct your attention to that meeting of May 3, 1940, with Mr. St. Sure and Mr. Moore at which Mr. Gertz was present.

A. Wait a minute, Herb, I didn't follow you?

Q. Mr. Madison asked you about whether or not you knew whether the offer of the Cannery Workers to go to Alaska on the basis of 1939 San Francisco Agreement was communicated prior to May 27th of this year?

Mr. Madison: May 29th.

By Mr. Resner:

Q. May 29th? In other words, he set that as the date, wanting to know whether before that date the Cannery Workers had communicated their willingness to go on the basis of 1939 agreement. In that connection I am drawing your attention to the meeting of May 3rd you had with Mr. St. Sure and Mr. Moore at which Mr. Gertz was present. Do you recall what was said there at that time by you, representing the union?

A. It was said to me there and was conveyed, I think, and was a general understand there if the fishermen could be gotten over and they would give the 1939 agreement to the rest of the unions the season would be on.

Q. 1939 San Francisco?

A. 1939 San Francisco—the season would be on.

(Testimony of Revels Cayton.)

By Mr. Madison:

Q. Said by whom? A. I said it.

Q. You made the statement to Mr. St. Sure that? What was that agreement?

A. Here is the statement. I said, "If you can get over the fishermen the rest of this whole thing can be adjusted mighty easily."

Q. And that is all that was said about what Mr. Resner is inquiring about?

A. That is right. [113]

By Mr. Resner:

Q. And what was meant by that statement?

Referee Roden: We can find that out ourselves.

By Mr. Resner:

Q. Mr. Cayton, I want to draw your attention to a letter of April 12th. A. Yes.

Q. That is a letter of April 12, 1940, signed by yourself and addressed to the Alaska Packers Association? A. That is right.

Q. On the subject of these negotiations?

A. Yes.

Mr. Resner: I want to offer that as Claimant's next in order, Mr. Referee.

(Received in evidence as Claimant's Exhibit No. 21.)

(Testimony of Revels Cayton.)

CLAIMANT'S EXHIBIT No. 21

San Francisco Bay Area District Council No. 2
Maritime Federation of Pacific
Room 502—593 Market St., San Francisco

April 12, 1940

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California

Gentlemen:

The District Council #2 of the Maritime Federation of the Pacific replies to your letter of April 11th which we received this morning.

We might state at the outset that the negotiations this year seem to be principely a matter of letter-writing and publicity in the press carried on by the Packers. This is a departure from previous practices and one which, as we see it, is not conducive to speedy settlement of our differences. We would much rather sit down around the table with the principals involved and their counsel, and mutually hammer out an agreement rather than merely deal with one who possesses little if any authority from his principals.

The differences presently existing between the Packers and unions are in the main minor ones. The problem involving the Machinists is a matter of adjustment of some wage disputes. For you

(Testimony of Revels Cayton.)

to magnify this difference into titanic proportions does not bespeak good faith on your part.

The above comment likewise applies to the American Communications Association. With respect to the differences between yourselves and the Alaska Cannery Workers, it is true that locally they, and with your consent and approval, withdrew from negotiations for the reason that the representatives of this union and your organization are jointly negotiating in Seattle.

As we stated in our letter of the 9th we are still ready, able and anxious to continue negotiations and if you will abolish your recalcitrant and arbitrary attitude and conduct negotiations as they have been in the past, agreements could be entered into right away.

It is the opinion of the committee that through your series of statements and maneuvers you are simply endeavoring to force through a contract by delivering ultimatum after ultimatum and any impass that apparently has been reached was not made or created by any of the unions involved.

The matter of the elimination of the $75.00 penalty clause to the Alaska Fishermen's Union is a matter of importance for them. This is a condition that they have enjoyed for many years. If as you stated in your letter you are willing to withdraw your demand that the $75.00 penalty clause be eliminated there is an indication here that you desire to negotiate. We suggest that you extend your

(Testimony of Revels Cayton.)

willingness to cooperate with the fishermen to the other unions.

At the start of these negotiations your attitude with respect to the working hours of the Marine Cooks & Ste· ·rds was unacceptable to that union. Your apparent attempt to make some encroachments upon the 8 hour day are not in harmony with the present attitude of employers the country over to a reasonable work day of 8 hours and overtime thereafter. This is a point that should have caused no difference at all.

With respect to the Alaska Cannery Workers Union being deprived of 35 days of work. This is an arbitrary position you have taken and one for which the industry as a whole should answer. This industry must provide employment for the maximum number of men and the sole consideration of the Packers should not be the payment of dividends. But if you do not presently intend to hire any cannery workers until May 22nd there is no logical reason why you should presently insist upon any agreement, memorandum or otherwise, with the cannery workers when with your express approval your own representatives are presently conducting negotiations in Seattle with this union for the purpose of entering into an agreement.

With respect to your charges of bad faith, we repeat what we have mentioned heretofore, namely, that negotiations cannot be satisfactorily carried on through a minister without a portfolio.

(Testimony of Revels Cayton.)

In conclusion may we again state that we do not wish to see any of the season lost in Alaska. We entreat you to revise your attitude towards these negotiations and to call a meeting of all unions involved at the earliest convenience with the principals involved as well as their counsel and we assure you that we will enter the meeting room with an open mind and with a sincere desire to conclude an agreement.

Very truly yours,

BAY ARE DISTRICT COUNCIL #2, MARITIME FEDERATION OF PACIFIC.

(Signed) REVELS CAYTON,
Secretary.

RC:gl
uopwa-34
c/c Alaska Packers Ass'n.
Alaska Salmon Company
Red Salmon Company

Mr. Resner: I think that is all.

A. Could I offer this one statement?

Q. Yes.

A. That is, when speaking for the unions in the capacity, Mr. Referee, of Council Secretary it is necessary that I speak guardedly, like I am meeting with the employers, you see. I don't have the authority to commit a union to do this or that,

(Testimony of Revels Cayton.)

you see. I act merely in the capacity of a coordinator; therefore, I could not come out and say to them and the reason I didn't, "If you settle up with the Fishermen the rest will go for 1939 agreements." If I did say that some of the other unions who had slight differences would put me on the spot for it. What I had to say was put diplomatically and in negotiating terms. Well, he knew what I was saying. I was saying, "Sure, these guys would go for it!"

RESPONDENT'S WITNESSES

PAUL ST. SURE,

Financial Center Building, Oakland, California, being duly sworn, testified as follows:

Direct Examination

By Mr. Madison:

Q. What is your name, please?

A. Paul St. Sure.

Q. And your address?

A. Financial Center Building, Oakland.

Q. Mr. St. Sure, will you state generally what the Alaska Salmon Industry, Inc., is?

A. Alaska Salmon Industry, Inc., is a corporation which was formed early in 1940. I had indirect knowledge of its formation, but I have seen the Articles of Incorporation and By-Laws and it was organized for the purpose of handling labor relations matters and labor negotiations for the Alaska

(Testimony of Paul St. Sure.)

Salmon industry on the [114] Pacific Coast, particularly, where operators are out of San Francisco, Astoria, Portland, and Seattle.

Q. What was your connection with them?

A. I was employed by the Alaska Salmon Industry early in March, 1940, to represent the three San Francisco Operators, that is, the Alaska Packers Association, the Alaska Salmon Company, and the Red Salmon Company, to handle negotiations in San Francisco, the principal office of the corporation being at Seattle. And, as a matter of convenience, such negotiations as would be handled in San Francisco would be handled by me: and Seattle Office was to handle the negotiations of the northwest.

Q. And Mr. Moore, who has been referred to in the testimony before, you would probably refer as whom?

A. He is an attorney associated with me in the practice of law.

Q. His full name is what?

A. Edward H. Moore.

Q. Now, Mr. St. Sure, in the capacity you have just described, you did conduct negotiations with the unions which led up to the final decision as to whether the Alaska undertaking would be taken this year or not, did you not?

A. That is correct.

Q. And what was the first step in connection with these negotiations?

(Testimony of Paul St. Sure.)

A. I believe, on the 6th of March, 1940, a letter was addressed to each of the unions with whom the San Francisco Packers, that is, the three companies I have mentioned, informing the unions that the Alaska Salmon Industry had an office at 230 California Street, San Francisco, and that negotiations for the 1940 season would be conducted by myself and Mr. Moore at that office requesting the unions to communicate with us for the purpose of arrangement of appointments for negotiation meetings.

Q. Have you a copy of that letter?

A. I don't seem to have a copy of that letter, but on the following day—pardon me, I do not have a copy of that letter.

Q. Go ahead.

A. Well, the following day a committee with Mr. Cayton.

Mr. Resner: You are referring to a letter of March 6th, Mr. Madison? I think that it is in evidence.

By Mr. Madison:

Q. Then the letter to which you have referred is the letter of March 6th, which is now in evidence?

A. I assume so, if that is the statement of Counsel. On the following day a committee of representatives of the unions affiliated with the [115] Maritime Federation of the Pacific, that is, District Council No. 2, with Mr. Cayton acting as Secretary and Coordinator, called at the office and advised Mr. Moore and myself that they were members of this Coordinating Committee and stated that they de-

(Testimony of Paul St. Sure.)

sired specifically to have something more by way of confirmation of our authority. They wanted a specific authorization from each of the San Francisco Packers indicating that Mr. Moore and I were authorized in the name of the Alaska Salmon Industry to negotiate 1940 contracts. They also informed us at that time that there were certain pending claims arising out of the 1939 operations which had not been settled and they desired us to be on notice there would be no negotiations conducted by any of the unions affiliated with the Maritime Federation of the Pacific until those claims had been paid. I believe that was the extent of the meeting for discussion generally we had on the 7th.

Q. I show you a document here purporting to be signed by Alaska Packers Association and Alaska Salmon Company and Red Salmon Company and I ask you if that is the document to which you refer? A. It is.

Referee Roden: We have that in evidence.

A. On the 8th of March there was a specific authorization sent to the unions signed by each of the canners in the form of documented evidence with that; or concurrently was sent a letter on the date of March 8th addressed to each of the unions, and also a copy to Mr. Cayton, Chairman of the Alaska Coordinating Committee, referring to the meeting on the 7th and to the authorization under date of March 8th, which was enclosed.

Mr. Madison: I would like to offer this letter in evidence.

(Testimony of Paul St. Sure.)

Mr. Resner: I think that is in, Mr. Madison.

Mr. Madison: May I suggest this thing, Mr. Examiner, we introduce this in evidence and where there appears to be duplications we eliminate them? That will save us from going back and checking them.

Referee Roden: Yes.

Mr. Madison: Then, subject to that suggestion, which has been approved by the Examiner, I offer this letter of March 8th in evidence and mark this as Canner's Exhibit No. 1, or A.

Referee Roden: Yes.

(Received in evidence as Respondent's Exhibit A.) [116]

CANNERS' EXHIBIT A

Registered Mail

Copy

September Thirtieth, 1939

Alaska Cannery Workers' Union,
32 Clay Street,
San Francisco, California.

Karluk and Chignik Operations—1940

Gentlemen:

You will recall that last Spring the claim was made by members of your organization that they were not fully informed, consequently were unaware that the Alaska Packers Association did not intend to operate Karluk and Chignik canneries in a similar manner as heretofore, and that the length

(Testimony of Paul St. Sure.)

of the season had been curtailed, with the result that your members had prepared themselves for a long season, and upon sailing of the first vessel for Karluk and Chignik, found that they were not to be transported to those locations until later.

In order to overcome working a hardship on your members the Alaska Packers Association agreed and did take them on the first expedition.

Please inform your members that, although they were employed for a longer season in 1939, it is the intention of our company to curtail operations at both Karluk and Chignik, also the length of the season. Therefore, your membership should assure themselves, early in the Spring of 1940, the extent of our operations at those plants and approximately the length of employment that we shall be able to offer them.

Yours truly,

ALASKA PACKERS ASSOCIATION,

A. K. TICHENOR

Vice President and General Manager.

AKT/FS

[Endorsed]: Filed May 7, 1943.

By Mr. Madison:

Q. Mr. St. Sure, going back a minute, there was a letter written on September 30, 1939, in re-

(Testimony of Paul St. Sure.)

gard to the curtailment of Central Alaska by the Alaska Packers Association. Have you that letter there?

A. I have a copy of that. I discussed with Mr. Tichenor and I believe it is a correct copy of which was sent by registered mail on that date.

Mr. Madison: I offer this letter as Canner's Exhibit B.

Referee Roden: Suppose we make this A? Then we will have it a little bit in chronological order? (Indicating)

Mr. Madison: Suppose we make this one A without renumbering that until we get back to it?

Q. Now, in November, 1939, the Alaska Packers Association notified the union the 1939 contract, including all memorandum contracts, terminated?

A. My understanding is several letters was sent to each of the unions with which contracts had been in effect during the 1939 season.

Mr. Madison: I believe that is in evidence, but I would like to mark it under the same understanding.

Mr. Resner: That is not in evidence.

Mr. Madison: Then, I will offer this in evidence and ask that it be marked B.

(Received in evidence as Respondent's Exhibit B.)

(Testimony of Paul St. Sure.)

RESPONDENT'S EXHIBIT B

Registered Mail
Copy

November Second, 1939

United Cannery, Agricultural, Packing and Allied Workers of America, Alaska Cannery Workers' Union, Local No. 5, C.I.O.
32 Clay Street,
San Francisco, Calif.

Gentlemen:

This is to advise you that the undersigned, Alaska Packers Association, has elected, pursuant to the option given by section 37 of its agreement with you dated May 24, 1939, to terminate said agreement at the expiration of the 1939 season, as provided in such section 37.

This will confirm our understanding with you that the memorandum of agreement dated May 24, 1939, relating to the employment of tallymen, tally-captains, cannery clerks and other clerical employees, and the memorandum of agreement dated April 22, 1939, relating to the employment of cannery workers at Chignik and Karluk, were part of the principal agreement dated May 24, 1939, and are like-

(Testimony of Paul St. Sure.)

wise terminated at the expiration of the 1939 season in accordance with this notice.

Yours very truly,

ALASKA PACKERS ASSOCIATION,

Vice President and General Manager.

EAM/FS

Mr. Resner: That is of November 2nd?

Referee Roden: Yes.

By Mr. Madison:

Q. Now, on November 8th the union acknowledged receipt of the notice and requested early negotiations for the 1940 contract.

A. I have a copy of a letter dated the 8th of November, which is a true copy of the original, received from the Alaska Cannery Workers Union.

Mr. Madison: I will ask this be introduced and marked Exhibit C.

Referee Roden: November 8, 1939 (Indicating).

(Received in evidence as Respondent's Exhibit C.)

(Testimony of Paul St. Sure.)

RESPONDENT'S EXHIBIT C

Copy

Alaska Cannerey Workers Union
Local No. 5, C.I.O.
32 Clay Street,
San Francisco

November 8, 1939

Alaska Packers Association,
111 California Street,
San Francisco, California.

Attention: Mr. A. K. Tichenor

Gentlemen:

This letter will acknowledge receipt of your letter of the 2nd, in which you advise us of your desire to terminate our contract dated May 24th, 1939.

We wish to advise you, that on behalf of all of the members of our Union, for which said members we have been certified as the collective bargaining agent by the National Labor Relations Board, that we desire to immediately enter into negotiations with you for the 1940 salmon season.

Please be advised, therefore, that at your earliest convenience, we should be pleased to have our Negotiating Committee meet with your representatives in order to agree upon the working conditions and wages of the workers within our jurisdiction who

(Testimony of Paul St. Sure.)

will perform services for you in Alaska during the coming season.

Yours very truly,

GEORGE WOOLF,

President Alaska Cannery Workers Union #5

GW:D

Registered Return Receipt Requested

Uopwa-34

By Mr. Madison:

Q. Now, on January 17, 1940, the union notified the three San Francisco Packers that it claimed jurisdiction over nurses, first aid men, embalmers, orderlies, and watchmen—was going to act as their agent. Did you receive that communication? [117]

A. Here is a copy of the letter, dated January 17th, addressed to each of the three canners.

Mr. Madison: I will offer this in evidence and ask that it be marked Exhibit D.

(Received in evidence as Respondent's Exhibit D.)

(Testimony of Paul St. Sure.)

RESPONDENT'S EXHIBIT No. D

Copy

Alaska Cannery Workers Union
Local No. 5 C.I.O.
32 Clay Street,
San Francisco

January 17, 1940

Alaska Packers Association,
111 California Street

Alaska Salmon Company,
525 Market Street,

Red Salmon Canning Company,
64 Pine Street

Gentlemen:

This is to advise you that for the 1940 salmon season in Alaska we have, and pursuant to our certification by the National Labor Relations Board, we claim jurisdiction over the classifications usually referred to as nurses, first-aid men, embalmers, orderlies and watchmen.

During our negotiations for the coming season we shall act as the bargaining agent for these classifications for the purpose of having these classifications included in our general contract.

Please be advised that more than a majority of

(Testimony of Paul St. Sure.)

people working in the above classifications have made application to our union for membership.

Yours very truly,

GEORGE WOOLF,

President, Alaska Cannery Workers Union #5

GW:D

Registered Letter

uopwa-34

Now, Mr. Examiner, I think this other exhibit should properly be marked Exhibit E.

(Indicating) That is the letter dated March 8th.

(Received in evidence as Respondent's Exhibit E.)

Q. Now, Mr. St. Sure, would you proceed and advise as to the next meeting with the union, or the next communication sent to the union by you in your negotiations with the union?

A. My recollection is either on the 7th or 8th of March there had been made an appointment to meet with the negotiating committee of the Alaska Cannery Workers Union for March 12th at two o'clock. And, I believe, on the 8th of March we received a telephone call from some representative of the Cannery Workers Union cancelling the meeting on the ground that the union was not going to negotiate in connection with any matters until all wage claims for the 1939 season had been settled as to all unions affiliated with the Maritime Federa-

(Testimony of Paul St. Sure.)

tion. And on the 9th of March we received a communication signed by Mr. Sam Young, Secretary of the Cannery Workers Union, Local No. 5, confirming the cancellation of that meeting.

Mr. Madison: I ask this letter be introduced and marked Exhibit F.

(Received in evidence as Respondent's Exhibit F.)

RESPONDENT'S EXHIBIT No. F

Alaska Cannery Workers Union
Local No. 5, C.I.O.

Affiliated to
United Cannery, Agricultural Packing &
Allied Workers of America
Committee for Industrial Organization
Maritime Federation of the Pacific
San Francisco District Industrial Union Council
International Labor Defense of the United States

George Woolf, President
Karl G. Yoneda, Vice-President
Raymond Aguirre, Secretary
32 Clay Street
San Francisco
Phone EXbrook 4871

March 9, 1940

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California
Att'n: Mr. Paul St. Sure

(Testimony of Paul St. Sure.)

Gentlemen:

Confirming our telephone conversation of yesterday, please be advised that the Negotiating Committee representing this Union has been instructed to cancel its appointment to meet with your Committee Tuesday, March 12th, 2:00 p. m., until such a time as the matter of the wage claims for the 1939 season have been settled.

Yours very truly,

[Seal] SAM YOUNG

Secretary Alaska Cannery Workers Union #5

RD

uopwa-34

Q. What happened then?

A. About the 27th of March we had a meeting with the Negotiating Committee for the Cannery Workers Union. They stated that they desired to present a contract for the 1940 season and discuss it—with the understanding, still, however, there would be no agreement reached and no actual negotiations until the claims had been settled for 1939, those being still unsettled at that time. And being then in the process of direct negotiation with the operators and not to the Office of Alaska Salmon Industry, Incorporated, they presented an agreement, a copy of which I hand you. (Indicating) I may state I believe that is a copy given us and not a copy of it.

(Testimony of Paul St. Sure.)

Mr. Madison: I offer this in evidence and ask that it be marked Exhibit G [118]

(Received in evidence as Respondent's Exhibit G.)

RESPONDENT'S EXHIBIT G.

Agreement Between United Cannery, Agricultural Packing & Allied Workers of America, CIO, and the Alaska Salmon Industry, Inc., and Other Canned Salmon Operators

— 1940 —

This agreement, made and entered into between ....., a Corporation, for its .....Cannery, the party of the first part hereinafter referred to as the Company, and the United Cannery, Agricultural, Packing & Allied Workers of America, CIO, in behalf of ..... Local No. ....., the party of the second part, and each and severally it is agreed:

Marginal Notation—O K.

Witnesseth

Section 1. (a) The Company agrees to recognize the Union as the exclusive and sole bargaining agent of all its employees engaged for Alaska salmon operations from the State of California, Oregon, and Washington, for the 1940 season in the capacities herein listed.

Cannery Workers and Other Classifications

First foreman

Second foreman

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(Tally-Captains
(Tallymen

Marginal Notation—Query see ACA contract 1939.

Storekeepers
Timekeeper
Cannery Clerk
Watchman
(Nurse
(Nurse and Embalmer
(First-aid men
(Orderly

Marginal Notation—New over 1939

Chief steward
Butcher (if used)
First cooks
Second cooks
First bakers
Second bakers
Night cooks
Cooks helper or kitchen helper
Vegetable men
Pot washer
Dish washer
Waiter

Marginal Notation—Balance is same.

Delegate
Head of Department (if used)
Relief men

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Iron chink men
Hand butcher and slimers
Can tester (hot)
Can tester (cold)
Solderer
Jitney driver in cannery
Truck driver (if used)

Class "A"
Scow men
Fish sorter
Bin man
Pew fish
Fish inspector
Conveyor man
Fish chopper
Filler feeder
Elevator man
Cooler loaders (can catch)
Salt men (4 or more lines)
Fish cutters
Supplying cooler to line
Cooler trucker
Hoister man
Retort man
Can washer
Brush washer
Can piler
Case piling (full)
Stitching and wiring
Box making

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Class "A"—(Continued)

Casing machine feeders & catchers
Hand labeling
Tin slitter and cutter
Can end and body supplier (4 to 5 lines)

Class "B"

Transfer men
Patching table
Clincher
Can end and body suppliers (1 to 3 lines)
Salt man (1 to 3 lines)
Shooting empty cans
Janitors
Empty can tester
Reform feeder
Can shop trucker
Watchman on line
Empty box piler

(b) The Company shall procure all employees who come under our jurisdiction from the headquarters of the Union's hiring halls for its Alaska cannery operations from the ports where the salmon Companies have headquarters.

Marginal Notation—Old.

(c) The Company agrees to recognize the Union as the exclusive and sole bargaining agent for its employees engaged in the cannery operations, hired in the Territory of Alaska for the 1940 season in

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

the capacities listed below, in sub-section (g) 1, 2, 3, 4, and 5.

Marginal Notation—Old.

(d) The Company shall procure all resident employees who come under the jurisdiction of the Union from the Union's headquarters or the Union's hiring halls in such areas where such headquarters or hiring halls are established. The Union shall furnish the Company with workers in the numbers and classifications agreed upon, and workers for each Company shall have preference of re-employment in the same Company.

Marginal Notation—Old.

(e) If additional workers are needed above the 1939 employees, in Alaska, such workers shall be furnished from the waiting lists of the Union for each particular cannery. If the Union has no waiting lists for such particular cannery the Company may hire from any available source, providing such employees shall become members of the Union or shall have received a permit from the Union within a period of time specified by the Union.

Marginal Notation—Old.

(f) Resident workers hired and working at a monthly or seasonal rate shall be classified in the same manner as non-resident cannery workers as specified in Section 1 (a).

Marginal Notation—Old.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(g) The following classifications of work shall apply to resident cannery workers hired and working on an hourly rate of wages.

1. Hand pewing. (Where no elevators are installed in boats.)

2. Class "A"—Headers and feeders, iron chink men, unloading by sluicers or elevators from boats, fish sorters and relief men.

3. Class "B"—Delivering fish to iron chink elevators, sluicers, can catchers, slimers, filler feeders, men in can loft and warehouse and on general can work, including lye wash and retorts; experienced full time stitchers, where used; full time regular box piler, hand packers, and relief men.

4. Class "C"—Patching table, vacuum machine and topper.

5. Class "D"—Feeding reformers and all other women in can loft and warehouse.

Marginal Notation—Old.

(h) In the event any classification is not specified or is known by other names, or new classifications are to be added of employees coming under our jurisdiction, wages, and benefits and the definite classifications shall be agreed upon and made part of this agreement and retroactive from date of embarkation.

Marginal Notation—Same.

Section 2. The Union in all cases shall be the judge and determine the qualifications of its members.

Marginal Notation—Same.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Section 3. The Union shall at the request of the Company furnish men for the respective canneries as are agreed, required, and indicated in the supplemental rider under the caption "Personnel". The Company shall make formal request for cannery crews at least fifteen (15) days prior to tentative departure for Alaska.

Marginal Notation—Same.

Section 4. (a) The Union claims jurisdiction, whether in plants or floating canneries, of the canning, processing, handling of the fish from the time the fish is run on the conveyors, to the fish bins and the several operations through which it passes until the finished product is canned, labelled, and packed either in cartons or cases, and delivered to the warehouses, vessles, and etc., including the making of cans, boxes and cartons, operating and feeding of the following machines, but not the upkeep or maintenance: Iron chink (gang knives, butchers, or cutters); filling machine feeders and helpers; clincher machines; stitching machines; and all other work that can body machines; pasting machines; can casing machines stitching machines; and all other work that has customarily been done heretofore, and not in conflict or encroaching on the jurisdictional rights of other Unions. Also, the processing, filleting, reducing, and the manufacturing of any of its by-products.

Marginal Notation—Same?

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(b) Jurisdiction and work claim of tally-captains, tally-men, cannery clerks and storekeepers, and cannery timekeepers, includes checking and/or issuing merchandise and supplies on and off vessels, floating canneries, shore plants, tallying and recording and responsibility of issuing receipts for fish delivered to a tally station.

Timekeeping and other clerical work, except work customarily done by yearly and steady employees, and clerical work coming within the scope of the radio personnel.

Any of the above mentioned classifications may be used alternately or in combination by mutual agreement, and men may do other work providing said work does not encroach on the jurisdiction of other unions, but expressly excludes routine cannery work and any and all work within the scope of the radio personnel. Auto or truck drivers may be used as outlined above as applying to tallymen, etc.

Only members of this Union shall be hired as watchmen, whose duties shall consist solely of watching quarters, warehouses, etc., on vessels, floating canneries, and shore plants, from the day of leaving until return.

Marginal Notation—Same?

Section 5. No person not a member or permitperson of the Union shall be allowed to perform

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

any work coming under the jurisdiction of the Union.

Marginal Notation—Same.

Section 6. The Company shall supply, for the purpose of employees putting up salt or smoked salmon for their private use, suitable quarters with running water, means of disposing of offal, and a smoke and storage house. Employees shall be permitted to bring back smoked and salt salmon without charge.

Marginal Notation—New.

Section 7. No employee shall be required to work or pass through a picket line established by organized labor, or to work where armed guards are employed during a labor dispute. A refusal to do so shall not be considered a violation of this agreement.

Marginal Notation—Same.

Section 8. The Company shall not discriminate against any employee for Union activities, race, color, or creed, or for lawsuits instituted because of dispute of contract.

Marginal Notation—Same.

Section 9. A list of all merchandise, with prices, intended for sale to members or residents on vessels, en route, or in Alaska, shall be submitted for Union consideration at least fifteen (15) days before sailing, and mutually agreed upon by the Union and the Company, and maintained at a standard and uni-

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

form price. When procurable, merchandise shall be obtained from fair concerns, and bear the Union label.

Marginal Notation—New.

Section 10. (a) The Union claims certain definite rights and benefits in behalf of its membership as outlined in this agreement, and these rights shall be upheld by the authorized Delegate, who shall act as a representative and spokesman of the Union, and in the event of a dispute or a misunderstanding, they will be vested with the authority to settle to the best of their ability all issues that may be brought to their attention. Further, Delegates are authorized and instructed that strict observance of all rules and regulations, hours, wages, and general conditions are observed. They shall endeavor at all times to settle all matters and issues in a satisfactory manner to all concerned.

Marginal Notation—Same.

(b) Delegates shall be recognized as Business Agents in the cannery, and is to devote his full time to and for this purpose.

Marginal Notation—Reworded.

(c) Any controversial disputes that cannot be settled at the cannery are to be adjusted and settled after the season at the port of embarkation of the expedition. Under no circumstances will Superintendents or agents of the Company be compelled to sign any disputed wage claims. However, in the

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

event of a controversial dispute which is not settled between our Delegates and the Company agents, the matter may be referred to the Co-Ordinating Committee representing all Unions, or to the entire membership of working Unions of the expedition, but in the event of an obvious and apparent wilful violation of this agreement the Union reserves the right to strike, create a stoppage of work, or a refusal to work.

Marginal Notation—Clarification.

(d) However, in the event a verbal and mutual agreement or settlement is entered into, and not in conflict with any clause, section, or article of this agreement, it shall be reduced to writing and become valid and binding, and shall state that no co-ercion or intimidation was used in effecting a settlement.

Marginal Notation—Clarification.

Section 11. It is expressly agreed that neither the Company or its agents, nor the Union or its representatives, have the power or authority to change any of the provisions of this agreement.

Marginal Notation—Same.

Section 12. The Company shall recognize in each cannery and/or in each vessel a Co-Ordinating Committee which shall be set up by each organization delegating a member as Shop Steward and/or Union Delegate to sit on this Committee.

Marginal Notation—Same.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Section 13. (a) The parties hereto (excepting residents of Alaska) hereby waive the provisions of Chapter 45 of the Session Laws of the Territory of Alaska for the year 1925, and all amendments thereof, and acts supplemental thereto, and agree that the payment of wages and other compensations referred to in this agreement, shall be in accordance with the provisions of this agreement and without regard of said Act.

Marginal Notation—Same.

(b) The parties hereto waive the provisions of Section 124 of the Compiled Laws of Alaska, 1933, and agree that the payment of wages and other compensation referred to in this agreement shall be made promptly at the close of the period of employment and shall be accompanied with an itemized statement of each employee's earnings and deductions, provided, however, each resident employee hired under this agreement shall be entitled to at least one draw day each week when the same is requested by such employee.

Marginal Notation—Reworded.

(c) The Company shall pay directly to all employees all earnings due within forty-eight (48) hours after arrival in home port, holidays and Sundays excepted. Failure on the part of the Company to meet this requirement shall constitute a just claim by the employee to an additional pro-rata

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

monthly or seasonal wage rate for each day of delay, plus subsistence at $3.00 per day.

Marginal Notation—Same.

Section 14. School, Poll, Social Security and other taxes, assessed against employees, authorized by any Federal, State, or Territorial laws, shall be deducted by the Company from wages due. The Company shall withhold any payments required to do so by writ of garnishment or other legal proceedings or by assignments. Before acceptance the Company shall verify with the individual employee or employees.

Marginal Notation—Same.

Section 15. Allotments and Advances. (a) During the course of the season employees with families or dependents upon them shall receive the following allotments:

Foremen	$ 75.00 per nionth
Chief Stewards	75.00 " "
Cooks and Bakers	75.00 " "
Other kitchen help	50.00 " "
Cannery workers	50.00 " "
Tallymen, etc.	50.00 " "
Nurses, etc.	50.00 " "

Marginal Notation—Prac. same.

(b) Allotments shall be made by assignments by the individual employees in accordance with Section 15 and shall be paid within seven (7) days after sailing to Alaska and every thirty (30) days thereafter.

Marginal Notation—Same.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(c) Employees shall be given an advance of five dollars ($5.00) upon signing the payroll.

Marginal Notation—Same.

(d) It is agreed and provided that the sum of ten dollars ($10.00) shall be made avialable to each employee one (1) day before arrival in the home port.

Marginal Notation—Same.

Section 16. Employees whose work is such that it has been the custom to necessitate the use of suitable oil-skins, apron, knee, hip or sea-boots, sleeve guards, or gloves, southwesters, kapok life jackets, flashlights, rubber overshoes, rubber gloves, oilskin hats, and heavy leather gloves furnished to lye-wash and retort men, shall be supplied free of charge.

Marginal Notation—Reworded.

Section 17. No employee shall be required to work where hazardous or unsafe conditions exist.

Section 18. (a) Transportation, subsistence, laundering, hospitalization, medical, surgical and dental attention shall be furnished to all employees from the point of embarkation to canneries and return to point of origin at the Company's expense. Residents of Alaska shall be transported from point of hiring and return at the Company's expense. Where men are transported on lighters, same shall be equipped with tarpaulins, toilets, and drinking water. The safety and comfort of employees shall be ob-

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

served above all; and shall be the first consideration.

Marginal Notation—Reworded.

(b) From vessels in anchorage in Alaska to canneries, and vice-versa, men shall be transported between the hours of 8:00 a.m. and 5:00 p.m. Any other hours of transporting men shall be paid at the overtime rate, as the case may be.

Marginal Notation—New.

(c) If a nurse is required to go to the ship or place away from the Company's office for the purpose of helping the Doctor with vaccinations, examinations, etc., the Company shall furnish said nurse with transportation and pay to and from the office or place of the Company.

Marginal Notation—New.

Section 19. Definition of Various Phases of Work. For the purpose of clarifying and eliminating misinterpretation or misapplication of the various phases of work in or around either floating or land plant canneries, it is agreed that the following definitions of work will be recognized:

(a) Routine Cannery Work. Includes all work performed as outlined in Section 1 (a). Refer to Jurisdiction, Section 4 (a).

Marginal Notation—Same.

(b) Stevedore Work. All work involving the handling of any kind of cargo, moving to a dock or to a vessel and/or floating structure from a point of rest on the dock or in the warehouse, or vice-

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

versa, including preparatory work, breaking piles, shall be considered stevedore work. It should be distinctly understood that cargo as referred to above, moved from dock to warehouse, and eventually moved again, whether handled one or more times, or vice-versa, shall be considered stevedore work and paid at the wage agreed herein.

Marginal Notation—Same.

(c) Experimental Work. Shall be construed to mean work in connection with research or other technological operation not covered under routine operation in the handling or processing of sea-foods, or its by-products. Refer to Section 4.

Marginal Notation—Clarified 4.

(d) Miscellaneous Work. Shall be all work other than those classified as routine, stevedore, or experimental work.

Marginal Notation—Same.

(e) Tallymen, etc. For the purposes of this agreement, when the words tallymen, etc., appear in this agreement, it shall mean tally captains, tallymen, cannery clerks and/or cannery storekeepers, cannery timekeepers, and miscellaneous clerical work that may be added.

(f) Nurses, etc. For the purpose of this agreement, where the words nurses, etc., appear in the agreement, it shall mean nurses, combination nurses and embalmers, first-aid men and orderlies.

Marginal Notation—New.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(g) Any time the word employee is used in this agreement it will mean either a resident or a non-resident member, or a permit person.

Section 20. Recreation, Radio, and Press News, (a) The Company agrees to subscribe for and furnish a daily radio news service for employees in Alaska. Such radio news shall contain uncensored labor news items, and copies of same shall be posted daily at all canneries, bunkhouses, and in a conspicuous place aboard all ships, tugs, scows, etc., and in any location manned by members of any Union covered by a Contract with the Company.

Marginal Notation—Same.

(b) A recreation hall for the use of the employees shall be made available and shall contain a radio, and/or a suitable phonograph with up-to-date records of Spanish and English selections, and in sufficient numbers to be determined upon, and sufficient needles, also reading and writing tables, suitable number of benches and book-shelves.

Marginal Notation—Clarified.

Section 21. Medical and Hospital. (a) The Company shall furnish up-to-date hospitals, and/or first-aid stations, and dispensaries. Vessels and cannery plants shall be equipped with Stokes Stretchers, first-aid kits and such other equipment and supplies as are agreed upon and required.

Marginal Notation—Same.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(b) All physicians and surgeons employed by the Companies operating canneries in Alaska shall be required to hold a license to practice medicine from the State from which he embarks, and shall have been engaged in interne-ship, residency medicine, or the private practice of medicine within ninety (90) days prior to his employment by the Company.

Marginal Notation—Changed.

(c) Established headquarters shall be open twenty-four (24) hours each and every day, Sundays and Holidays included, with the Doctor subject to call. In the event dental or Doctor's attention is required, and cannot be furnished in a plant, transportation by air or otherwise shall be immediately provided. The Co-Ordinating Committee shall determine, if necessary, when transportation is required.

Marginal Notation—New.

(d) Doctors or others shall not be allowed to perform any work coming under the scope of nursing.

Marginal Notation—New.

(e) Nurses, first-aid men, embalmers, orderlies, etc., shall do no work outside the scope of nursing and the care of the sick and injured.

Marginal Notation—New.

(f) The hospital in plant or on the vessel shall be used for sick and injury cases only, and shall

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

not be used as a hotel, but in case of an emergency, the nurse shall be paid in addition to his regular salary the sum of $1.00 per guest per day.

Marginal Notation—New.

(g) The Company shall furnish the nurse with a list of each and every member employed by the Company within twenty-four (24) hours after arrival in the Cannery, setting forth name, rank, Company number, etc.

Marginal Notation—New.

(h) Dental service shall consist of at least painless extractions and the treatment of infections resulting from said extractions.

Marginal Notation—Same.

(i) Before embarking, excepting residents of Alaska, all employees shall submit to a physical examination by a qualified physician, including those members requiring special certificates as food handlers, etc., and no costs in connection with the examination and certificates shall be borne by the Union or its members.

Marginal Notation—Same.

(j) Where employees are required to submit to a physical examination, same shall be done in a dignified manner, with regard to the method used, and the Union reserves the right to furnish doctors for the purpose of re-examination where physical rejection has been made. In such case, and in the

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

event that member is eventually passed, Company shall be held responsible for the examination fee.

Marginal Notation—Same.

(k) In the event of a transfer of an employee patient physically unfit for further performance of his work and his condition is such that nursing care is necessary during his transfer, the Company shall furnish adequate nursing care until the patient arrives at his destination.

Marginal Notation—New.

(l) Any employee covered by this agreement who sustains an injury in the course of his employment and is thereby prevented from working shall receive his full wages during the period of such injury and until the end of the season and his discharge to port of embarkation. From and after the end of the season he is to receive compensation in accordance with the Workmen's Compensation laws for the Territory of Alaska, or the State from which he embarks, at his option, or in event injuries occur at sea while performing duties aboard any vessels he may seek redress under the act of Congress usually referred to as the Jones Act.

Marginal Notation—Clarification.

(m) Any employee, from the time of embarkation until his return, who is unable to perform his duties as a result of any illness manifesting itself between said periods, shall receive his full compensation for the season, and in event said injury is

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

industrial in nature, shall have redress under said Workmen's Compensation laws.

Marginial Notation—Clarification.

Section 22. (a) In the event of death of any member for any cause—accidental, natural, or industrial—while in the employ of the Company, all costs of transportation, embalming, and the furnishing of a metal casket for the transporting of remains shall be at the expense of the Company, and interment shall be at the direction of the Union, except that the Company shall not be responsible for additional costs of transportation to points other than that of original embarkation. In the event of a burial in Alaska, or at sea, interment shall be in keeping with the recognized standards. It is further provided, in the event of death of any member, accidental, natural, or industrial, while in the employ of the Company, that the deceased's beneficiary shall be paid the equivalent of a full season's compensation.

Marginal Notation—Reworded.

(b) When a member dies and a wire is sent the family through the Union for instruction as to disposal of body, and embalming is required pending receipt of information, same shall be done.

Marginal Notation—New.

Section 23. Fire Department. (a) Adequate fire stations and sufficient mobile fire equipment shall be provided by the Company at all canneries.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Two crews (day and night) consisting of no less than eight (8) men, shall be designated and instructed in the use of mobile equipment. Fire drills shall be held not less than twice monthly, on Company time, during the second period of any designated shift; the time to be set jointly by the Co-Ordinating Committee and the Company Agent.

Marginal Notation—Same.

(b) A uniform standard code signal shall be established.

Marginal Notation—Clarified.

Section 24. Linen and Laundry. (a) The Company shall furnish all employees covered by this agreement with soap and matches, a bed, spring, mattress, pillow, and two (2) good blankets, pillow slips, two (2) white sheets, and spread; to be changed every seven (7) days; face and bath towels to be furnished twice a week; the day of change to be agreed upon between the Chief Steward and Delegate.

Marginal Notation—New.

(b) When linen change is not provided, the Delegate shall notify the Chief Steward to this effect, and if no change is made on the following day, a penalty of One Dollar ($1.00) per day per employee will be charged.

Marginal Notation—Part new.

(c) The Company agrees to furnish at their ex-

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

pense to all employees covered by this agreement laundry service once a week of washing, drying, and ironing, of Nurses' and Culinary Workers' uniforms.

Marginal Notation—New.

Section 25. Sanitation. (a) Janitors in canneries and vessels shall be supplied by the Chief Steward with foot wash solution, lye, deodorants, toilet paper, mops and brooms, and face soap when required for employees.

Marginal Notation—Reworded.

(b) On vessels, floating canneries, or shore plants, janitors will only be required to take care of sleeping quarters, toilets, and showers used by the cannery crews.

Marginal Notation—Reworded.

(c) The Rules and Regulations of the Territorial Department of Health covering sanitation for canneries shall be strictly adhered to and observed.

Marginal Notation—Reworded.

(d) Upon arrival in Alaska and before leaving, employees shall be given one day to wash clothes and bathe.

Marginal Notation—New.

Section 26. Dormitories and Sleeping Quarters. (a) The Company shall furnish suitable quarters, screen doors and tight windows, with heat, light, ventilation, running water, toilet and showers in

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

connecti n, and necessary furniture, for all employees covered by this agreement.

(b) Tallymen, etc., shall not be required to sleep more than two (2) to a room.

Marginal Notation—New.

(c) Nurses, etc., shall have separate quarters, either in hospital, or adjacent, and have separate rooms.

Marginal Notation—New.

(d) Kitchen crews shall have sleeping quarters apart from kitchen and away from other quarters in order to assure restful sleep without disturbance, and not more than two (2) men shall be assigned to a room.

Marginal Notation—Reworded.

Section 27. Meals. (a) There shall be no distinction between hot or cold lunches or meals.

Marginal Notation—New.

(b) Meals shall be served at the following times, en route and in canneries: Breakfast at 7:00 a.m., lunch at 12:00 noon, and dinner at 5:00 p.m., and every five (5) hours thereafter from the commencement of said meals, except in cases of breakdown of ranges or other causes where the Company may not be at fault.

Marginal Notation—Same.?

If men are worked more than five (5) hours without a meal, they shall be paid a penalty of time

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

and one-half of the prevailing rate as the case may be.

Marginal Notation—Clarified.

(c) Sufficient food of a diversified character shall be furnished by the Company, and wholesome meals of good quality and sufficient quantity shall be available at all meals.

Marginal Notation—Same.

(d) All meals shall be served in American style and standard, but this does not preclude the use of foreign foods.

Marginal Notation—Same.

(e) All meals shall be served in crockery-ware, whether on vessels or in canneries, and satisfactory table-gear must be provided.

Marginal Notation—Same.

(f) While vessels are enroute, breakfast, lunch and dinner shall be served, and 9:00 p.m., coffee and cold cuts shall be served.

Marginal Notation—New.

(g) In canneries, ten (10) minutes shall be allowed for coffee and pastry at 10:00 a.m., 3:00 p.m., and 8:00 p.m.

Marginal Notation—New.

(h) Failure on the part of the Company for any cause whatsoever to furnish food in a sufficient quantity, including meat in enough quantities and

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

variety to provide two (2) different kinds of meat for noon and supper meals, shall subject the Company to a penalty of $1.00 per member per day until sufficient food is furnished.

Marginal Notation—New.

(i) While working or travelling enroute on vessels, transported on lighters or by train, bus, or other means, employees shall be fed with a hot meal every five (5) hours, and if not, the Companies shall pay a penalty of time and one-half of the prevailing rate, as the case may be.

Marginal Notation—New.

(j) The Company shall furnish the Union a list of food and provisions fifteen (15) days prior to sailing.

(k) No less than sixty (60) minutes shall be taken for any meals.

Marginal Notation—Reworded new.

(l) When employees are required to cook their own meals they shall be paid one dollar ($1.00) per meal in addition to their regular compensation.

Marginal Notation—New.

Section 28. Hours. (a) Cannery Workers. Eight (8) hours or less between the hours of 8:00 a.m. and 5:00 p.m., shall constitute a day's work for the entire season from the time of leaving until return, for cannery workers.

Marginal Notation—Clarified.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G--(Continued)

(b) Forty-eight (48) hours, or less, shall constitute a week's work for cannery workers, between Monday and Saturday, and if the forty-eight (48) hours have not been worked, they shall not be required to make same up in any succeeding week.

(c) Kitchen Personnel. Eight (8) hours within a spread of twelve (12) hours between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work for all members of the kitchen crew on the day shift. Night men shall work a straight shift from 10:00 p.m. to 6:00 a.m.

Any work performed in excess of eight (8) hours, within the spread, or any work performed before 6:00 a.m. or after 6:00 p.m., or after 12:00 noon on Saturdays shall be paid for at the overtime rate.

Marginal Notation—Changed.

(d) Tallymen, etc. The working day before and after the fishing season shall be from 8:00 a.m. to 5:00 p.m. All work performed outside the period shall be considered overtime and paid at the overtime rate.

During the actual canning season, tallymen, etc., with the exception of watchmen, shall work at all times without overtime.

Marginal Notation—Same.

(e) Watchmen. Eight (8) hours shall constitute a day's work; from 8:00 a.m. to 4:00 p.m., from 4:00 p.m. to 12:00 midnight; from 12:00 midnight to 8:00 a.m.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Forty-eight (48) hours shall constitute a week's work, from Monday, 8:00 a.m. to Saturday 4:00 p.m. Sundays and Holidays shall be paid at the overtime rate for the three shifts.

Marginal Notation—Same.

(f) Nurses, etc. Nurses, first-aid men, orderlies, etc., shall work an eight (8) hour shift. First shift from 6:30 a.m. to 2:30 p.m. Second shift from 2:30 p.m. to 10:30 p.m. Third shift from 10:30 to 6:30 a.m.

Six (6) days, from Monday to Saturday, shall constitute a week's work. Sundays and Holidays shall be paid at the overtime rate for the three shifts.

Marginal Notation—New.

(g) Resident Hourly Workers. For hourly resident workers three (3) hours minimum shall be paid for each call to work whether work lasts that long or not. Resident employees, who upon reporting after being called to work are forced to stand-by for lack of material, breakdown, or any other reason for which they themselves are not responsible, shall be paid for such stand-by time at the prescribed hourly wage for each classification unless the Company declares a recess of at least four (4) hours.

Marginal Notation—New.

(h) When the cannery operates during the canning season, resident workers regularly employed and assigned to positions on the line at the be-

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

ginning of the season shall have the opportunity to work as many hours as the lines operate and resident workers regularly employed and assigned to positions with the warehouse crew shall have the opportunity to work as many hours as the warehouse will operate. In the event that all lines are not operated, workers regularly employed and assigned to positions on the lines shall be rotated on a line basis. The intent and purpose of this paragraph is to guarantee the resident workers all of the work available at the cannery in the position to which they have been assigned.

Marginal Notation—New.

(i) The hour of twelve midnight (12:00 m.) shall be the basis for the computation of the payroll. On days of arrival, embarkation, or signing Company payroll a full day shall be paid irrespective of exact time.

Marginal Notation—Same clarified.

(j) One nurse shall be employed at least fourteen (14) days before departure of the ship, whose duty shall be to take inventory and stock of medicine and supplies of the ship. He shall pass upon all medical and hospital supplies for the cannery and ship shall not be allowed to depart without the OK of said nurse and the Union.

Marginal Notation—New.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(k) Pay for all employees shall start from date of embarkation, or signing of Company's payroll.

Marginal Notation—Clarified.

Section 29. Wages. (a) The following rate of compensation shall apply to the respective classifications of employment.

Marginal Notation—New.

1. Cannery Workers.

(a) All cannery workers employed in canneries normally operating three months or less, shall receive a two months' guarantee of wages in the amount of $300.00, in accordance with Section 30 (a) and (b), plus the additional compensation for the following employees as outlined below:

Marginal Notation—Clarified.

1. Delegates shall be paid $60.00 per month.
2. Butchers, iron-chink men, hand-butchers, jitney-drivers, relief-men....$50.00 per month department heads, solderers, & slimers.
3. Employees designated in Class "A"..$40.00 per month

Marginal Notation—New.

(b) All cannery workers employed in canneries normally operating three (3) months or more shall receive a three (3) months' guarantee of wages in the amount of $450.00, in accordance with Section 30 (a) and (b), plus the additional compensation for the following employees as outlined below:

Marginal Notation—Clarification.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

1. Delegates shall be paid $60.00 per month.
2. Butchers, iron-shink men, hand-butchers, jitney-drivers, relief-men, department heads, solderers and slimers ..... $50.00 per month
3. Employees designated in Class "A" $40.00 per month

Marginal Notation—New.

(c) In the event the season is extended longer, the wages shall be paid on a daily pro-rata basis.

2. Resident Cannery Workers.

(a) Resident cannery workers hired at a monthly or seasonal rate shall work under the same classifications and receive the same rate of pay as specified for non-resident workers in Section 29 (a)-1 above above, with the following additions:

Marginal Notation—New.

(b) Where board and room is not furnished, $30.00 per month shall be added.

(c) All resident monthly workers shall receive in addition to above rates the equivalent of transportation charges to Alaska and return paid for transporting non-resident workers to Alaska.

(d) Residents hired at an hourly rate shall receive the following minimum rates under this agreement:

1. Hand pewing (where no elevator is installed in boats) ..... $1.05 per hour
2. Class "A" ..... .90 " "
3. Class "B" ..... .85 " "
4. Class "C" ..... .80 " "
5. Class "D" ..... .75 " "

Marginal Notation—New.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

3. Foremen

(a) The following shall be the wages paid to foremen per season. The season shall not exceed ninety (90) days, and if exceeded, shall be paid additional on a pro-rata basis.

	First Foreman	Second Foreman
1 and 2 lines	$	
3 lines		
4 lines		
5 lines		
6 lines		
Top Foreman		

Marginal Notation—New.

4. Tallymen, Etc.

(a) Tallymen, etc., covered by this agreement shall be paid at the following rates:

Tallymen	$210.00 per month
Timekeepers	210.00 " "
Cannery Clerks	235.00 " "
Tally Captains	235.00 " "
Storekeepers	210.00 " "
Watchmen	150.00 " "

(b) Tallymen, etc., covered by this agreement, with the exception of watchmen, shall receive in addition to their monthly wages a percentage for each case of salmon canned at said cannery. The method of figuring percentage will be as follows:

At a 1-line cannery	$10.00 per thousand cases
At a 2-line cannery	5.00 " " "
At a 3-line cannery	3.33 " " "
At a 4-line cannery	2.50 " " "
At a 5-line cannery	2.00 " " "

Marginal Notation—New.

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

(c) There shall be one tally-captain, a member of this Union, on every tally station, who is to be responsible for all tally work, regardless of whom it is done by, on said station.

(d) Each tally station shall have a minimum of two (2) tallymen and one (1) tally captain from the Union.

There shall be no more than one (1) man tallying on any station other than from this Union.

5. Nurses.

(a) The monthly rate of pay shall be as follows:

Nurses	$210.00 per month
First-aid men	210.00 " "
Orderlies	150.00 " "

(b) Each nurse employed ashore before leaving shall be paid for an eight (8) hours day at the rate of $1.50 per hour. Any time the nurse is called for shoreside work, he shall be paid for at least four (4) hours, whether work lasts that long or not.

(c) The Company agrees to pay the Nurse, or First-aid men the sum of $20.00 for preparing a body for burial in Alaska, or at sea.

(d) In the event of a death of an employee and embalming is performed for burial in Alaska, $20.00 additional shall be paid the embalmer, and if embalming is performed for transporttaion and shipment, $50.00 additional shall be paid.

Marginal Notation—New.

(e) When nurses are required to care for any

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

patients not employees of the Company, the Company shall pay the nurse in addition to his regular salary the sum of four dollars ($4.00) per patient for each eight (8) hours, and one dollar fifty cents ($1.50) per hour overtime.

(f) For clinical patient not employed by the Company and treated by the nurse, the Company shall pay the nurse in addition to his regular salary, the sum of one dollar fifty cents ($1.50) per visit for each patient treated by the nurse.

6. Culinary Department.

(a) Kitchen personnel covered by this agreement shall be paid at the following rates:

Chief Steward	$200.00 per month
First Cook	180.00 " "
Second Cook	160.00 " "
1st Cook who bakes	190.00 " "
2nd Cook who bakes	170.00 " "
Night Cook	165.00 " "
Butcher	180.00 " "
First Baker	180.00 " "
Second Baker	160.00 " "
Waiters	110.00 " "
Scullion or Pot Washers	115.00 " "
Dish Washers	115.00 " "
Provision Storekeepers	140.00 " "
Combination Man	

Marginal Notation—Changed.

(b) Stand-by wages for all kitchen crew members shall be paid pro-rata at the daily pay of monthly wages, plus subsistence, if not furnished for eight (8) hours work from 8:00 a.m. to 5:00 p.m.,

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

except Saturdays, in which case the day shall terminate at 12:00 noon. If men are required to work Saturday afternoons, or after 5:00 p.m., or Sundays and/or Holidays, they shall be paid at the regular overtime rate.

Marginal Notation—Clarification new.

Section 30. (a) The Company guarantees each employee, working at a monthly or seasonal rate of wages as indicated under Section 1, employed in the Alaska cannery operations covered by this agreement hired outside the Territory of Alaska not less than two (2) months' wages in accordance with position as per classification, unless employee should be discharged or quits, as herein provided, and not less than three months' guarantee as outlined above for those employed in canneries normally operating three (3) months or more.

Marginal Notation—Same ?

(b) In the event that the cannery is destroyed, or so greatly damaged from any cause or the laws, rules or regulations with reference to salmon fishing or canning be changed, or that in the Company's judgment, because of strikes or for any reason, it would be impossible or unprofitable to continue operations, the Company shall comply with guarantee, excepting that the Company shall return each employee covered by this agreement to the point where hired at its expense and pay him until such return, unless employee should elect to remain in Alaska,

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

in which event his employment shall terminate at the cannery.

Marginal Notation—New.

(c) Unless expedition or operation is abandoned, any man who has signed the Company's agreement and has been accepted by the Company and is discharged shall be paid in full compensation, said compensation to be paid within forty-eight (48) hours after such discharge.

Marginal Notation—Same changed.

(d) Company shall furnish statements of earnings and deductions at least three (3) days before arriving at port of embarkation.

Marginal Notation—Clarification.

Section 31. Overtime. (a) Cannery Workers. For cannery workers, except residents on an hourly rate of wages, any work performed between 6:00 a.m. and 7:00 a.m., and from 6:00 p.m. to 10:00 p.m., shall be paid at the overtime rate of $1.00 per hour over and above the monthly and seasonal rate.

Marginal Notation—Up.

(b) The hours between 10:00 p.m., and 6:00 a.m. shall be designated the rest period for cannery crews, but if called to work shall be paid at the overtime rate of $1.50 per hour

(c) Residents. The overtime rate for Alaska resident cannery workers working on an hourly

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued).

rate of wage shall be paid at the rate of time and one-half.

Marginal Notation—New.

(d) Tallymen, etc. Overtime rate for tallymen, tally-captains, etc., shall be $1.50 per hour. Overtime shall be paid for all work performed between Saturday 5:00 p.m., until Monday, 8:00 a.m., except during actual fishing season. During actual fishing season, men shall work at all times without overtime.

Marginal Notation—New.

(e) Watchmen. Overtime shall be paid at the rate of $1.25 for all hours worked in excess of eight (8) consecutive hours.

(f) Nurses, etc. The overtime rate of pay shall be as follows:

Nurses	$1.50 per hour
First-aid men	1.50 " "
Orderlies	1.25 " "

Marginal Notation—New.

(g) Kitchen personnel. The overtime rate for kitchen personnel shall be $1.15 per hour, over and above the monthly or seasonal rate.

(h) Stevedore work. Stevedore work shall be paid for at the arte of $1.05 per hour between the hours of 8:00 a.m. and 5:00 p.m., and $1.50 per hour after 5:00 p.m., and before 8:00 a.m., in addition to the monthly or seasonal wages.

(i) Experimental work. Experimental work

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

shall be paid for at the rate of $1.00 per hour between the hours of 8:00 a.m., and 5:00 p.m., and $1.50 per hour after 5:00 p.m., and before 8:00 a.m., in addition to the monthly or seasonal wages.

(j) Miscellaneous work. Miscellaneous work shall be paid for at the rate of $1.00 per hour between the hours of 8:00 a.m. and 5:00 p.m. and $1.50 per hour after 5:00 p.m., and before 8:00 a.m. in addition to the monthly or seasonal wages.

(k) When actual overtime worked is less than one-half hour, one-half hour shall be paid. When overtime exceeds one hour, payment will be allowed on actual time worked, but not less than one-half hour.

(l) Daily overtime slips shall be given by the Company to each Delegate upon the completion of said overtime period.

Section 32. Holidays. (a) All Sundays and Holidays shall be paid for at the overtime rate.

(b) All Sundays, Memorial Day (May 30th), Independence Day (July 4th), Maritime Memorial Day, (July 5th); Labor Day, (1st Monday in September); Admission Day, (September 9th); and Saturday afternoon for culinary workers; and any other day that may be declared a Holiday by the Government of the United States, or by the State of California, State of Washington, State of Oregon, and Territory of Alaska, shall be declared Holidays.

Marginal Notation—Clarification?

(c) July 5th, if worked, shall be observed with at least a half-hour stoppage of work that a proper

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

observance may be held for Maritime Memorial Day. Such stoppage to take place from 2:00 p.m. to 2:30 p.m. The American flag shall be flown at half-mast from sunrise to sunset.

(d) When the Holiday falls on a regular rest day, the day immediately following shall be observed as a Holiday, and any work performed on that day shall be paid for at the overtime rate.

(e) Before, during, and after the actual canning season Sunday shall be the recognized day of rest each week for the entire cannery personnel covered by this agreement, in addition to all recognized Holidays, and all work performed on these days shall be paid at the applicable extra compensation rate agreed herein, excepting tallymen, etc., as otherwise provided, herein.

(f) The Union has designated June 24th as Alaska Memorial Day, to remind its members of the many who died in Alaska while working in the salmon canning industry. The Company shall supply all the necessary materials and tools and the Union all the necessary labor to repair, put in shape and recondition cemeteries.

Section 33. It is agreed by and between the Parties hereto that the Union may represent one, all, or any number of its members relating to any claim said member or members may have against the Company, arising out of any of the clauses of this contract, and that said Union may sue in its own name on behalf of its members, or one, any, or all thereof,

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

in order to procure adjudications of any claims arising hereunder enuring to the benefit of its members, the said Companies hereby waiving any technical defense to the right of said Union to sue in its own name as herein provided.

Marginal Notation—Same.

Section 34. It is agreed and understood that the formula and principles in drawing up an industry-wide agreement is in order to eliminate discriminatory practices covering contractual relations between employees and employers. But in the event certain conditions contained herein are not applicable, it may become necessary to make certain additions, amendments, exceptions, etc., which may be mutually accomplished by either provisos, memoranda, which in all cases must be signatured and indentured by both parties, attached and made a part hereof.

Marginal Notation—Same.

Section 35. Any conditions or benefits or terms of employment which have hereto been enjoyed by the employees covered by this agreement shall continue in force as in years past and shall not be taken away with the signing of this agreement.

CONCLUSION

The provisions of this agreement shall be binding until February 1, 1941, and shall remain in effect for succeeding years, except as to Section to which specific amendments are proposed in writing by the

(Testimony of Paul St. Sure.)

Respondent's Exhibit G—(Continued)

Company or the Union on or before February 1, of any year, which proposed amendments shall then become the sole subject for negotiation between the Company and the Union, and when any amendment is agreed upon it shall become a part of this agreement, and continue in effect as though it was originally a part of this agreement, subject to amendment as aforesaid.

Marginal Notation—New.

UNITED CANNERY, AGRICULTURAL, PACKING & ALLIED WORKERS OF AMERICA LOCALS 5, 226, 7, 237

Company:

....

....

....

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Q. Mr. St. Sure, was this document the first offer of terms and conditions for the Cannery Workers to work for the 1940 season which was offered to you? A. Yes, sir.

Q. On the date that you testified to, March 27th?

A. Yes, sir.

Q. At this meeting would you state briefly what occurred?

A. May I see the exhibit, please? (Indicating) My recollection is that at the meeting on March 27th a comparison was made with the 1939 contract in

(Testimony of Paul St. Sure.)

an effort to ascertain what changes, if any, were proposed by the union. The contract had been modified in form and in the order of terms, and on that occasion and, I believe, on a further meeting on the 29th of March clause by clause comparisons were made, not by direct reading back and forth but by requesting information from the union committee. And at that time notations were made both in my handwriting and in Mr. Moore's handwriting on the margin indicating whether the union stated the clauses in their 1940 proposal were the same as the old contract or whether they were new proposals or modifications or classifications. Pencil notations on the margin are the result of those discussions on the occasion of the meeting the 27th of March and 29th of March.

Q. At this meeting were those various clauses discussed and merits and demerits discussed?

A. I believe questions were asked and reasons given why changes were proposed. And in the main, however, the principal portion of the time was spent in endeavoring to find out where changes were being requested, and the extent of the changes and why they were being requested.

Q. Up to this time had the question of wages been discussed?

A. It was involved in the proposal that the union presented. There had been prior to that time, and my recollection is it was repeated to the Committee on the 27th of March. But at the 1st meeting on the 7th of March with the Maritime Federation

(Testimony of Paul St. Sure.)

Committee the statement was made that one of the principle objectives of the negotiations from the operators point of view was to endeavor to secure certain reductions, particularly in connection with overtime payments and conditions which were burdensome from the point of view of pay. In other words, the operators might reduce the loss they had taken the previous year in order that they might be more in line with the Seattle operations of their competitors. I believe the same discussion was had in general terms [119] during the course of these preliminary meetings with the Cannery Workers representatives; and I believe, likewise, it was indicated from the demands presented that the contract presented by the Cannery Workers Union on the 27th of March, 1940, indicated they were expecting considerable increases over the 1939 scale.

Q. In other words, the provisions in the proposed 1940 offer were higher than the 1939 San Francisco Scale? A. That is correct.

Q. And the statements that were made by you at that time and also had been made in previous times was in order to mitigate the loss which the Canners had suffered the previous year; so, consideration would have to be made to reducing the 1939 wage scale in San Francisco and to give proper consideration to it being placed down in the 1939 Seattle scale.

A. That is correct.

Q. Now, is it a fact that the San Francisco Can-

(Testimony of Paul St. Sure.)

ners are in direct competition with the Seattle Canners?

A. They are. They sell the same product to the same market.

By Referee Roden:

Q. How does it happen there is this discrepancy between the Seattle Operators and the San Francisco Operators?

A. They may not be better negotiators than the operators in San Francisco, but the unions may be easier to get along with. The fact is, the wage scales are all the way from 1% to 16% below the San Francisco Scales based upon a comparison of the 1939 operations of the two concerns or two sets of concerns. There are also various jurisdictional differences which apparently enter into that picture, in this. Out of San Francisco certain unions claim jurisdiction over the work and demand higher rates of pay for that work than are claimed out of Seattle. For instance, the Marine Cooks and Stewards operate out of San Francisco but they do not claim jurisdiction, over similar work out of Seattle. The rates are higher out of San Francisco for the Marine Cooks and Stewards than they are for the Fishermen and Cannery Workers who do portions of that work out of Seattle, and other things like that in some situations. However, the same unions, noticeably the American Communications Associations, I believe, the Cannery Workers on some operations, and most of the maritime crafts have offered and contracted for lower terms for

(Testimony of Paul St. Sure.)

the same work out of Seattle that they have asked higher rates for out of San Francisco. [120]

By Mr. Madison:

Q. There was some discussion yesterday as to whether this difference in wage scale for the Cannery Workers, which admittedly prevailed between San Francisco and Seattle, which was admitted to prevail in Central Alaska, did not prevail or prevailed only in a very limited way in the Bristol Bay operators. Have you any information as to that?

A. My impression is I would have to check the accurate comparisons. I have them on the total operations only and not broken down union by union. But there were differences in practically every operation to the disadvantage of San Francisco. I believe there was one exception in connection with the certain portion of the work the Machinists Union performed; but in every other instance the disadvantage was on San Francisco's back. And rates for each operation out of Seattle, both from the point of view of rates and Manning Scales and operations which affect the total labor cost, the benefits were from the operator's point of view in favor of Seattle and against San Francisco.

By Mr. Resner:

Q. May I interrupt just a minute? I understand you to say that applied to all unions? Without breaking it down to any particular union?

A. As to A.L.A. Union I know it is true. As to each union, my impression is it applies to each union

(Testimony of Paul St. Sure.)

with the exception of certain provisions in the machinists contract.

By Mr. Madison:

Q. Now, do you know whether it applies to the Cannery Workers Union?

A. My impression is it is. I would have to verify it. Those studies have been made and were made for the purpose of negotiations and before the negotiations.

Q. When you say to the disadvantages of San Francisco you mean it is to the disadvantage of the San Francisco operators and to the advantage of the San Francisco unions?

A. Yes. By that I mean under the contracts both generally and in every instance except one I mentioned, which, I believe, is the machinists contract, that the operating costs insofar as labor is concerned are higher in San Francisco for the same work than they are in Seattle or out of Seattle.

Q. Now, on April 1st the union wrote to its Alaska Salmon Industry announcing it was withdrawing from negotiations in San Francisco?

A. That is correct.

Mr. Madison: The letter will speak for itself. (Indicating) [121]

Mr. Resner: This is the letter where they say negotiations have been transferred to Seattle?

Mr. Madison: Yes.

I offer that in evidence and ask it be marked as Exhibit H.

(Testimony of Paul St. Sure.)

(Received in evidence as Exhibit H of Respondents.)

RESPONDENT'S EXHIBIT H

Alaska Cannery Workers Union
Local No. 5, C.I.O.

Affiliated to
United Cannery, Agricultural Packing & Allied Workers of America
Committee for Industrial Organization, Maritime Federation of the Pacific, San Francisco District Industrial Union Council
International Labor Defense of the United States
George Woolf, President
Karl G. Yoneda, Vice-President
Raymond Aguirre, Secretary

32 Clay Street
San Francisco
Phone EXbrook 4871

April 1, 1940

Registered
Return Receipt Requested
Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California
Att'n: Mr. Paul St. Sure

Gentlemen:

We hereby notify you that we are withdrawing from negotiation of the Proposed 1940 Agreement submitted to you, but request immediate meetings

(Testimony of Paul St. Sure.)

with you on the matter of cannery improvements, provisions, and personnel.

All provisons of the agreement will be negotiated in Seattle, where Representatives of this Local are meeting with the Industry.

If you are not represented in Seattle, we feel that you should make arrangements to have your Representative sit with the Industry's negotiators.

Respectfully yours,

[Seal] SAM YOUNG
Secretary
ALASKA CANNERY WORKUNION #5

RD
uopwa-34

East More Canned Salmon - - Packed Under Union Conditions
(Union Label)55

Q. Now, in this period we have been discussing prior to April 3rd have you had meetings with the various unions?

A. From the 8th of March until the 19th of March there were no negotiations and no meetings with any of the unions affiliated with the Maritime Federation of the Paciffic. On the 19th of March we had our first meeting with the Fishermens Union. During the period from the 8th to the 19th each of these unions consistently took the position they

(Testimony of Paul St. Sure.)

would not bargain or discuss any 1940 contracts until their claims for the 1939 season had been adjusted to their satisfaction. The Fishermens Union met with us on that day to discuss, as they said, matters in connection with the physical equipment, that is, the matter of quarters and other conditions in Alaska as distinguished from a matter of wage agreements or agreements on the price of fish for Central Alaska. I believe there were other meetings established, which are detailed in a letter of April 3rd which I addressed to the unions and concerned the meeting of Marine Engineers on the 21st of March and the meeting of the Cannery Workers on the 27th, which I have described. The only other meeting in the interim being the meeting on the 22nd with the Cooks and Stewards.

Q. On April 3rd did you address a letter to the unions stating something would have to be done in order to permit the canners to make their plans and buy their supplies, and so forth?

A. That is correct. The negotiations were divided by circumstances into two portions, attempted to be divided; the first portion relating to the Central Alaska operations at Chignik and Karluk for the reason they were earlier in time from the point of view of preparations.

Q. By that you mean the sailing date is prior to that expedition than to Bristol Bay?

A. That is correct. On the 3rd of April, I might state, up to this time there had been no preparation made, no complete preparations made, for the sail-

(Testimony of Paul St. Sure.)

ing to Central Alaska by the Alaska Packers Association, which was only the one of the three concerns involved in the operations at Karluk and Chignik. And they were concerned because of the necessity of completing the purchase of [122] supplies and getting the ships in order to go in order to avoid the necessity of having to meet at the last minute, as in previous years they had been required to do, increased union demands in order to prevent a tieup of their operations after they had purchased supplies and were ready to sail. Because of the fact we had made no progress up to that date of any consequence in negotiations—that is, up to the 3rd of April—and because it was necessary to begin to complete preparations for sailing, this letter was addressed to the unions, all of the unions, outlining specifically the position of the three packers and particularly the Alaska Packers Association in connection with the seasons operations specifying dates for sailing and a schedule for operations both for Central Alaska and Bristol Bay, the reasons therefore, that is for establishing those dates, and outline of the meetings, correspondence, and negotiations that had been held up to that point. In addition, they informed the union of the dates before which agreements would have to be reached if operations were to be undertaken to Central Alaska; and, also, containing a specific statement of proposals made by the operators to each of the unions concerned with the negotiations, even though some of the unions had never to that time presented any demands to us or

(Testimony of Paul St. Sure.)

even agreed to meet with us. And the letter of April 3rd contains an outline of the specific offer made by the Alaska Packers Association to each of the unions which had uniformly been employed on the job during 1939 season requesting that they act upon those proposals or give us information concerning them before the date specified in the letter of April 3rd.

Q. Do I understand you to say some of these unions had never met with you up to that time?

A. That is correct.

Q. And never made any proposals whatsoever? Notwithstanding they have or had been invited to meet with you, as the testimony has already shown?

A. That is correct.

Mr. Madison: (Indicating)

Mr. Resner: This is in evidence.

Mr. Madison: You put it in for a certain purpose, just limited the introduction of it to a certain paragraph, as I recall. I am offering the entire letter at this time.

I would like to offer this letter in evidence and have it marked Exhibit I.

(Received in evidence as Respondent's Exhibit I.) [123]

RESPONDENT'S EXHIBIT I

(Copy)

April 3, 1940

To The Unions Concerned:

We are advised by Alaska Packers Association that if that Company is to operate at Karluk and

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

Chignik during the 1940 season, the S.S. Chirikoff must sail from San Francisco not later than April 17, 1940. Since it is necessary to prepare and make purchases for this expedition, if it is to be undertaken, all arrangements for employment for Central Alaska must be consumated on or before April 10, 1940.

If agreements for employment are not completed by that time, it will be impossible to attempt to operate at Karluk, and that operation will not be undertaken.

We are advised further by Alaska Packers Association that if there is no operation at Karluk, but an expedition is outfitted for Chignik only, the sailing date for the S.S. Chirikoff can be postponed to April 21, 1940, and the final date for making preperation to April 12, 1940.

Each of these dates represents the latest possible time that can be set, and no leeway is allowed for unfavorable factors of weather, break down, etc. The sailing schedule has been figured as follows:

Begin outfitting for Karluk and Chignik	April 10
Sail from San Francisco	April 17
Due Karluk	April 24
Due Chignik	April 25
Due Karluk again	May 2
Leave Karluk	May 7
Arrive San Francisco	May 14

This schedule, of necessity, will have to be maintained if an operation at Bristol Bay is to be attempt-

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

ed for 1940. This statement is based on the following schedule:

Sail from San Francisco	May 22
Due Karluk	May 29
Due Chignik	May 30
Due Bristol Bay	June 2

We are authorized to submit this information to you upon the basis that if the final dates indicated for preparing the respective expeditions are allowed to pass without complete agreements as to working contracts with all unions concerned, such expeditions cannot and will not be undertaken. The experience of past years has proven that unless a clear declaration of intention in announced by operators and unions alike, last minute demands, negotiated under penalty of great losses to the operators necessarily resulting from delayed expeditions, have placed an unfair burden on attempted operations. It is essential that we avoid a repetition of this procedure in 1940.

Because certain delays have been experienced already, we believe it is proper to outline the progress of negotiations to date.

Prior to March 1, 1940, all unions having contractual relations with salmon canners operating out of San Francisco, were advised of the termination of the 1939 agreements and of the necessity of negotiating new agreements for the 1940 season.

On March 4, 1940, offices were established in San Francisco by Alaska Salmon Industry, Inc., and on

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

March 8, 1940 a letter was addressed to each union signed by the San Francisco operators, certifying that Alaska Salmon Industry, Inc., was authorized to represent these operators in all negotiations for the 1940 season, but without representation that there would or would not be operation. This letter of authorization was prepared at the request of the unions affiliated with the Maritime Federation of the Pacific.

On March 6, 1940, these unions advised the office of Alaska Salmon Industry, Inc., that no negotiations would be undertaken without such authorization, and that even if such authorization existed, no negotiations would be undertaken by any union of that group until all prior claims of all unions of the group were settled to the satisfaction of the unions concerned.

In reply to this declaration, Alaska Salmon Industry, Inc., advised each union affiliated with the Maritime Federation of the Pacific as follows on March 6, 1940.

"Enclosed herewith is a statement from Alaska Packers Association Alaska Salmon Co; and Red Salmon Canning Company, indicating the extent to which Alaska Salmon Industry, Inc., is authorized to deal with you on their behalf. Your attention is drawn to the fact that such authority is strictly limited to negotiations regarding a contract for the 1940 season only, without any representation whatsoever that any of these canners will or will not operate

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

in Alaska this season, and that such negotiations can be directed only to matters immediately involving a possible 1940 contract without reference to any unadjusted matters arising out of previous collective bargaining agreements.

"Should you desire to present any claims arising out of operations for 1939 or prior years, you are requested to take them up directly with Mr. Fleager of Alaska Salmon Company, Mr. Peterson of Red Salmon Canning Company, or Mr. Everett Matthews of the firm of Pillsbury, Madison and Sutro, on behalf of Alaska Packers Association, as the case may . These gentlemen are already well acquainted with problems which have arisen under the previous contracts, and inasmuch as they have already had under consideration a number of these claims, it is the decision of these companies that they should follow such disputed matters through their final settlement.

"This office, on the other hand, has had no experience either with the previous contracts in general, or with the specific disputes which have arisen under them. We are prepared only to consider possible arrangements for the coming season. Will you therefore, please present any such claims immediately to the parties above named for further discussion.

"Since the companies individually are ready to meet with you concerning all prior claims, we believe it is obvious that all unsettled matters for previous seasons can be adjusted through proper legal channels without depriving either party of a

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

full and pair determination. Since this right of adjustment exists, and since the time factor is so vital to all parties concerned, we trust that you will not continue to take the position heretofore declared by you to the effect that the final settlement of all these separate claims in a manner satisfactory to you is a condition precedent to any 1940 negotiations. Such a position might jeopardize all possibility of operation, for it would require one party or the other to forfiture of a right to a full hearing under threat of a refusal to bargain.

"Consequently, we will appreciate your advising us in writing at your earliest convenience concerning the position which your group proposes to take in the light of this communication."

From March 8th, until March 19th, no negotiations were conducted with any of the unions affiliated with the Maritime Federation of the Pacific because of their refusal to meet, but on March 19, 1940, the Alaska Fishermen's Union presented to the Alaska Salmon Industry, Inc., a series of demands for changes in physical equipment in Alaska, together with certain contract changes. This union stated that specific replies concerning the requested physical changes would be required before any further negotiations would be carried on. Since that time, two further meetings have been had with the Fishermen's Union to discuss all matters presented by its representatives.

On March 21st, the Marine Engineers Beneficial

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

Association made an appointment for a meeting, but failed to appear, and despite our request for another appointment, none has been made.

On March 27th, meetings were had with representatives of the Marine Cooks and Stewards and with the Alaska Cannery Workers at which preliminary demands for contract revisions were presented. Further meetings to negotiate these demands were held on March 29th. We are now advised by the Alaska Cannery Workers Union, by letter dated April 2nd, that they are withdrawing from negotiations in San Francisco and will negotiate all agreements at Seattle.

Also, on March 29th, the representatives of the American Communications Association met with us for the first time and presented a proposal for a tentative agreement, and on April 2nd, the Marine Firemen presented their demands.

Negotiation meetings and conferences have been held with the Masters, Mates and Pilots, the Sailors Union of the Pacific, the Carpenters Union and the Blacksmiths Union. To date the two Machinists Unions have declined to meet for purposes of negotiation.

On the basis of this record and because of the pressure of time heretofore indicated, we deem it necessary to state in detail the proposals and counter proposals of the operators covering the work claimed by each union, with the understanding that unless existing differences can be adjusted or nego-

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

tiated before the dates hereinabove mentioned, the respective operations cannot be undertaken, despite our willingness and desire to operate if fair conditions are established.

In general, each union thus far contacted has been advised by the operators representatives that operating costs under union contracts have mounted to such an extent that no further increases can be granted, and further, that certain conditions, particularly those involving overtime claims of certain unions, must be corrected if the industry is to be enabled to continue in business. Upon this general premise, the operators hereby propose working agreements and conditions which they submit to be fair. Wherever changes from 1939 agreements are offered, the reasons for such changes are set forth in detail.

In making the following proposals and counter proposals, the operators desire to emphasize that they are in all instances equal to or in excess of conditions already established and approved by the unions concerned in their dealings with other industries and in dealings with competing operators in the same and allied industries. The salmon canners do not believe that they should be required to make further concessions which will cause their operations to be actually and competitively impossible without continuing heavy losses.

The specific proposals hereinafter listed are intended to cover possible operations in Central Alas-

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

ka only, and are not intended to apply to Bristol Bay. The possibility of operation at Bristol Bay will depend upon negotiation of working agreements of a mutually satisfactory nature, and it is hoped that immediate discussions will be undertaken by the unions concerned.

Although the time factor, and the refusal of certain unions above listed to negotiate at all, will make it difficult to discuss in detail all matter of difference resulting from the proposals and counter proposals made herein. Alaska Salmon Industry, Inc., is ready and willing to meet immediately with any or all union representatives to attempt to negotiate all matters requiring clarification before the beginning dates specified. The canners desire to operate in 1940 if the unions will agree to conditions making such operations possible.

Herewith are the proposals and counter proposals of the operators:

1. Alaska Cannery Workers Union: The agreement for operations out of San Francisco will be negotiated on a uniform basis at Seattle, with provosions to apply to all operations undertaken from California, Oregon and Washington. The San Francisco operators have authorized Alaska Salmon Industry, Inc, at Seattle, to represent them in those negotiations which are now in progress. In the event that satisfactory agreements are reached for Central Alaska and those operations are undertaken, or in the event that Bristol Bay operations

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

are undertaken on an agreed basis, cannery workers will leave on the May 22nd, expedition. Any employment, is of course, contingent upon operation.

2. Alaska Fishermen's Union: For Central Alaska operations, the 1939 agreement will be renewed, provided that modifications heretofore negotiated shall be reduced to writing and included in the agreement, and provided further that the provision for penalty of $75.00 if the expedition does not leave after men are signed on be eliminated. It is understood further that the floating equipment at Chignook Lagoon Cannery shall be handled, both on and off the ways, without payment of overtime.

3. American Communications Association: For Central Alaska expedition to Karluk and Chignik, the 1939 agreement and modification covering use of radio phones will be renewed with the exception that penalty overtime for copying press, making extra carbon copies or other work that is performed during regular, straight time schedule be eliminated. Overtime rates shall apply to work performed outside of straight time hours only.

4. Brotherhood of Blacksmiths: For Central Alaska operations, the 1939 agreement will be renewed.

5. Brotherhood of Carpenters: For Central Alaska operations, the 1939 contract will be renewed.

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

6. International Association of Machinists: For Central Alaska operations, the 1939 agreement, including provision for extension of the length of the season, will be renewed.

7. Marine Cooks and Stewards: For Central Alaska operations, the 1939 agreement will be renewed, on the basis hereinafter set forth, provided however, that any sections or conditions in conflict herewith are modified to conform with the following: Employees shall prepare, serve and clean up after three meals per day, and prepare, serve and clean up after coffee as customary during the day at straight time. In lieu of overtime for this work, each employee actually engaged in such service, shall be paid the sum of $200.00 for the season, in addition to straight time pay, or if a full season is not worked, a pro-rata portion of such sum.

Three hours overtime at $1.00 per hour will be paid to those actually engaged in preparing, serving and cleaning up after hot night meals, and one and one half hours overtime for those actually engaged in preparing, serving and cleaning up after night cold lunches or coffee or both.

Saturday afternoon, Sunday and holiday work will be paid for at double the regular straight time wage.

On Coastal voyages, the 1939 wage will be paid, provided other conditions are governed by the terms of the existing contract between this union

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

and the Shipowners Association covering coastal operations.

8. Marine Engineers Beneficial Association: For Central Alaska operations, the 1939 agreement will be renewed, provided that the same provision as that contained in the Masters Mates and Pilots 1939 agreement govering employment and reemployment in case of no operation is included.

9. Marine Firemen, Oilers, Watertenders and Wipers: For Central Alaska, the 1939 agreement will be renewed with the exception that the requirement that employment be guaranteed for fifteen men when ships are tied up be eliminated.

10. Masters Mates and Pilots: For Central Alaska operations, the 1939 agreement will be renewed.

11. Sailors Union of the Pacific: For Central Alaska operations, the 1939 agreement will be renewed provided that there be no extension of jurisdictional claims that will require employment of more workers, that fishermen be allowed to work barge as was customary prior to 1939, and that no more sailors be employed than actual operations require.

Radio press service will be made available to those crafts which received it during 1939, provided that in no case will the operators be obligated to supply it, if to do so would involve payment of overtime to any other craft. It should be generally understood that where changes herein

(Testimony of Paul St. Sure.)

Respondent's Exhibit I—(Continued.)

proposed affecting one union will likewise affect others, such as the above modification relating to press, appropriate changes must be made in other contracts to make them conform. Further, as previously stated, matters of clarification are subject to further negotiations as time permits.

In connection with demands heretofore made for changes in physical equipment, written replies will be submitted by the operators immediately and meetings to discuss these matters will be arranged if desired.

May we have your immediate reply to this communication.

Yours truly

ALASKA SALMON INDUSTRY, INC.

J. PAUL ST. SURE

JPS/CH

Mr. Examiner, it is quite often done in trials to read important parts of letters. That letter, to my mind, is an extremely important part of the negotiations and while I am sure you don't want me to burden the record by reading it all I would like to call your attention to the important nature of that letter so you will have the opportunity—I say I would like to point your attention to the entire letter because it is an important letter in the negotiations.

(Testimony of Paul St. Sure:)

Referee Roden: All Right.

A. I would like to make this comment, if I may, in view of the testimony given by other witnesses. That related primarily, I think, to Bristol Bay; in particular in connection with the statement if we had been able to reach an agreement with the Fishermen the entire operations would have been undertaken by the unions. In the main, the proposal for the Chignik and Karluk operations was an offer to renew 1939 conditions including fishermens conditions with slight exceptions only. The principle point of difference in those negotiations in regard to agreement was with the Marine Cooks and Stewards Union, in which their negotiations took the position certain over time, amounted to as much as 150% to 200% overtime, in base pay had to be corrected. In addition there were certain unions had not even communicated with us to discuss 1940 operations. But the generalizations testified to previous with relation to what may have been the situation on the 3rd of May and occurring subsequently did not apply in any respect to the conditions as of the 3rd of April or as of the 10th of April, which relates to the Central Alaska operations.

Q. In connection with this Central Alaska operation, it is true, is it not, that the Central Alaska operation affected only the Alaska Packers Association, to the exclusion of the Red Salmon Canning Company and the Alaska Salmon Company?

A. That is correct.

(Testimony of Paul St. Sure.)

Q. The Alaska Salmon Company and Red Salmon Company—their canneries are in the Bristol Bay area? A. That is correct.

Q. And Alaska Packers Association have canneries, likewise, in the Bristol Bay area?

A. They have them both in Central Alaska and Bristol Bay.

Q. Now what occurred next after this letter of April 3rd was sent to the Union?

A. On either before or immediately after that letter and in response to the notice that we received on the 1st of April from the Cannery Workers Union they were withdrawing from nego- [124] tiations in San Francisco I communicated with our Seattle Office and with Mr. Van Hoevenberg and he advised me Seattle would undertake to negotiate the Cannery Workers contract through the Seattle Office upon the understanding, to which we agreed, that the negotiations would be for a uniform contract to cover operations involving each of the three local unions concerned; and, likewise, be uniform insofar as operations were concerned from the companies' point of view both out of San Francisco, Portland, and Seattle.

Q. Mr. Van Hoevenberg is what relation to this picture?

A. He is the manager of, an employe of, the Alaska Salmon Industry, Incorporated, and in charge of the Seattle Office.

Q. And, so far as you know, he occupied the position of Negotiator in Seattle?

(Testimony of Paul St. Sure.)

A. That is correct.

By Referee Roden:

Q. Is he with Mr. Ellsworth up there? Isn't Ellsworth up there somewhere?

A. I should know the name. I should know if Mr. Ellsworth is connected with the office up there or not? My dealings have been connected with Mr. Van Hoevenberg.

(Remarks were made off the record.)

Mr. Madison: Mr. Ellsworth is the Secretary.

By Mr. Madison:

Q. Well, do you know, Mr. St. Sure, if Mr. Van Hoevenberg carried out the negotiations in Seattle was a result of which agreements were reached for Seattle operations?

A. I understand. I was informed by Mr. Hoevenberg agreement was reached on the basis for the negotiations by both the union and the Alaska Salmon Industry. By the union I mean the Alaska Cannery Workers. The Locals and Alaska Salmon Industry agreed there would be negotiations conducted for the purpose of securing a uniform contract for all operations, both San Francisco, Portland, and Seattle, in the Alaska Salmon Industry for 1940. I had reports from time to time from him concerning the progress of those negotiations and they then relate back to our situation here afterwards; but, insofar as the negotiations up to the time of the abandonment of the Central Alaska operations were concerned, there had been an agree-

(Testimony of Paul St. Sure.)

ments reached at Seattle with the Alaska Cannery Workers Union.

Q. Well, I am digressing now as to the point of time. I am just asking you generally if you know as a result of these negotiations in Seattle whether agreements with the various unions were reached and an expedition did leave Seattle and is now operating the canneries [125] in Alaska? Not the canneries of these San Francisco operators, of course, but the canneries of the Seattle operators?

A. That is correct. An agreement was reached. And even prior to the reaching of agreement there we understood that the Alaska Cannery Workers Union under a memoranda of various kinds permitted members of those unions to leave for the various operations in Alaska subject to an agreement still to be negotiated. A final agreement was reached, however, late in May, I believe, whereby a contract was signed or executed covering operations in the northwest or out of the Northwest to Alaska, but specifically stating that contract was executed upon the representation and understanding there would be no operations out of San Francisco. If there were to be operations out of San Francisco this season that the contract for San Francisco would have to be separately negotiated.

Q. It has been assigned, Mr. St. Sure, as an indication of bad faith the fact you were chosen to conduct negotiations here in San Francisco without any prior experience in canning salmon. Do you

(Testimony of Paul St. Sure.)

know what Mr. Van Hoevenberg's prior experience in canning salmon was, if any?

A. I believe he had no experience any more than I did in connection with the canning of salmon. He had had considerable experience in connection with handling labor negotiations.

Q. His former occupation was as assistant to Mr. Reed, with the Association of San Francisco Distributors, was it not, here in San Francisco?

A. That is correct.

Q. And their operations are local warehousing operations, having to do with the distribution of goods to retail stores in San Francisco Bay area?

A. That is correct.

Referee Roden: It is after twelve. Do you Gentlemen wish to adjourn now?

. . . At 12:05 p.m. the hearing was adjourned to reconvene at 2:00 P. M. [126]

Tuesday Afternoon Session

At 2:00 p.m. the hearing was reconvened by Referee Roden.

Referee Roden: Proceed.

MR. PAUL ST. SURE,

resumed and testified as follows:

Direct Examination

By Mr. Madison:

Q. Mr. St. Sure, at the end of the morning session you had just finished discussing the letter of

(Testimony of Paul St. Sure.)

April 3rd by the Alaska Salmon Industry, being sent to all the unions with which it was negotiating. What occurred thereafter?

A. I believe following that we had one or two meetings with the Alaska Cannery Workers Union at which Manning Scales and matters of the condition of porters and so forth were discussed. I believe one meeting was held on the 5th of April and another meeting was held on the 8th of April. And then on the 8th of April we received a letter from Mr. Cayton addressed to the Alaska Salmon Industry informing us all of the proposals which had been made in the letter of the 3rd of April which we had sent to the various unions had been rejected or were unacceptable to the organizations affiliated with the District Council No. 2 of the Maritime Federation of the Pacific and, likewise, informing us that all organizations except one—that was the machinists—were ready and willing to negotiate on the basis of the agreements they had originally presented and containing other statements about the necessity of time and getting back to negotiations and complaining about the manner of negotiations; and containing, also, some new requests for not signing on of certain doctors who had previously been employed.

Mr. Resner: We have already put this letter in.

Mr. Madison: I would like this marked Exhibit J. I offer that in evidence.

(Received in evidence as Respondent's Exhibit J.)

(Testimony of Paul St. Sure.)

A. Now, the same afternoon following the receipt of that letter I sent a telegram to each of the unions listed on this copy of telegram in response to the letter stating that in view of the rejection of the proposals by all of the unions and in view of the machinists' continued unwillingness to bargain and the Maritime Federation group's position that none would sign unless all signed that it was difficult to know what purpose would be served by resuming negotiations. But we were ready and willing to meet—giving the telephone number and time, and [127] so forth—for arranging any meetings they might desire. That telegram was sent to each of the unions listed on the copy which I have handed you. (Indicating.)

By Mr. Madison:

Q. Which machinists union do you refer? I understand there were two interested, both of whom made agreements in 1939 and sent men in 1939.

A. I think each took the same position. The letter, however, of the 8th referred merely to the machinists union, without specifying which of the two locals or lodges were concerned.

Q. One was the East Bay Lodge, Machinists Union? A. Correct.

Q. And the other was the International Union, Machinists Local No. 68? A. That is right.

Q. State, if you know, whether either or both of these unions are members of the Maritime Federation? A. I believe they are.

Mr. Madison: Is there any question about that?

(Testimony of Paul St. Sure.)

Mr. Resner: No. We will stipulate they are both affiliated with the Union Council. That is, where there are workers working for the Maritime Industry, you see. They have other persons not employed in the Maritime Industry.

Mr. Madison: Is it correct to say they are affiliated only for the purpose of this salmon operation?

Mr. Resner: In this particular hearing, yes.

Mr. Madison: I offer in evidence as Exhibit No. K this telegram.

(Received in evidence as Respondent's Exhibit K.)

RESPONDENT'S EXHIBIT K

(Copy)

Western Union

San Francisco, April 8, 1940.

Responding to letter of Bay Area District Council No. 2 Maritime Federation of Pacific delivered to Alaska Salmon Industry, Inc., at one o'clock this afternoon please be advised our proposals of April 3 remain open but are contingent upon acceptance on or before April 10. In view of rejection of these proposals by all organizations affiliated with the Council and in view of continuing refusal of Machinists to meet at all, together with your statement that tentative agreements must be reached with all Council Unions before any agreements will be signed, we fail to understand purpose to be served in resuming discussions of your original demands. However, should you desire to meet with our repre-

(Testimony of Paul St. Sure.)

sentatives for this or any other purpose during the next 48 hours you may make appointment by telephoning Yukon 0452 in San Francisco before 6 p. m. today or any time tomorrow. A further reply to your letttr will be delivered by messenger or by mail.

ALASKA SALMON INDUSTRY, INC.
BY J. PAUL ST. SURE

(The foregoing telegram was sent to each of the following)

1. Revels Cayton, Secretary
   Bay Area District Council #2
   Maritime Federation of the Pacific
   593 Market Street, San Francisco, Calif.
2. Alaska Cannery Workers Union
   52 Clay Street, San Francisco, Calif.
3. Alaska Fishermen's Union
   49 Clay Street, San Francisco, Calif.
4. Marine Cooks & Stewards
   86 Commercial Street, San Francisco, Calif.
5. Marine Engineers' Beneficial Association
   Room B, Ferry Building, San Francisco, Calif.
6. Marine Firemen, Oilers, Watertenders & Wipers
   58 Commercial Street, San Francisco, Calif.
7. International Association of Machinists Local 68
   Labor Temple
   16th and Capp Streets, San Francisco, Calif.

(Testimony of Paul St. Sure.)

8. East Bay Lodge, Machinists Union
560 Eleventh Street, Oakland, Calif.

Q. Mr. St. Sure, after you sent the telegram did you also send a reply to the letter of the Maritime Federation unions?

A. Yes. Under date of April 9th a letter was addressed to the unions affiliated with District Council No. 2, American Federation of the Pacific, which was specifically in reply to the letter of April 8th received from Mr. Cayton, which refers to the telegram I have just identified.

Mr. Madison: I will offer in evidence this letter from the Alaska Salmon Industry, Inc., dated April 9, 1940.

(Received in evidence as Respondent's Exhibit L.)

RESPONDENT'S EXHIBIT L

Alaska Salmon Industry, Inc.
230 California Street San Francisco, California
Telephone YUkon 0452

April 9, 1940.

To The Unions Affiliated with Bay Area District Council #2, Maritime Federation of the Pacific:

On April 3rd we wrote to each of the San Francisco Bay Area unions concerned with the operations of salmon canneries in Central Alaska and Bristol Bay outlining the wage and working conditions under which 1940 expeditions of San Fran-

(Testimony of Paul St. Sure.)

cisco operators would be undertaken. In that letter we stated the final dates for preparing and sailing, and declared that April 10th is the last possible date for outfitting for Karluk. To avoid last minute misunderstandings and delays, we submitted counter proposals to each union which had presented demands, and made proposals to each union which had refused to negotiate with us.

We stated further: "We are authorized to submit this information to you (relative to sailing schedules) upon the basis that if the final dates indicated for preparing the respective expeditions are allowed to pass without complete agreements as to working contracts with all unions concerned, such expeditions cannot and will not be undertaken." This declaration is unambiguous.

In addition, our letter advised you that the practices of previous years, which caused the postponement of union agreements until the final date for sailing and thus allowed "last minute demands, negotiated under penalty of great losses to the operators, necessarily resulting from delayed expeditions" and placed "unfair pressures on attempted expeditions" could be avoided only by a full declaration of intention by operators and unions alike. Consequently, the operators made such a declaration, and have informed you that they are able no longer to submit to unreasonable demands under renewed economic coercion.

Such coercion in the past has produced losses that cannot be suffered. Abuses in "overtime"

(Testimony of Paul St. Sure.)

rates, so-called "clarifications of conditions", and "penalty clauses", when added to basic wages higher than those paid by competitive and allied industries, have multiplied labor costs to an extent that simple mathematics compel a revaluation of our labor agreements to remove such unfair burdens.

Because of this situation, our letter of April 3rd was submitted to you on the following premise:

> "In making our proposals and counter proposals, the operators desire to emphasize that they are in all instances equal to or in excess of conditions already established and approved by the unions concerned in their dealings with other industries and in their dealings with competing operators in the same and allied industries. The salmon canners do not believe that they should be required to make further concessions which will cause their operations to be actually and competitively impossible without continuing losses."

It appears that the council-affiliated unions are unwilling to recognize the fairness of this premise.

On the contrary, in your letter of April 8th, you have advised us:

1. That our proposals are "unacceptable to all organizations" affiliated with the Maritime Council.

2. That "all organizations, save one, namely the Machinists stand ready and willing to ne-

(Testimony of Paul St. Sure.)

gotiate on the basis of the proposed agreements they have already submitted."

3. That "it will be necessary to have reached tentative agreements with all Council unions before any agreements will be signed".

From these statements, it is evident to us that if all unions must agree before any will sign, and if one union continues to refuse to negotiate at all, you intend to deny us the right to operate. This arbitrary stand on the part of some of your unions was one of the reasons which impelled us to write to you on April 3rd, and it now appears that your position is unchanged.

Yesterday we wired you as follows:

"Responding to letter of Bay Area District Council No. 2 Maritime Federation of Pacific delivered to Alaska Salmon Industry, Inc., at one o'clock this afternoon please be advised our proposals of April 3 remain open but are contingent upon acceptance on or before April 10. In view of rejection of these proposals by all organizations affiliated with the Council and in view of continuing refusal of Machinists to meet at all, together with your statement that tentative agreements must be reached with all Council Unions before any agreements will be signed, we fail to understand purpose to be served in resuming discussions of your original demands. However, should you desire to meet with our representatives for this or any other

(Testimony of Paul St. Sure.)

purpose during the next 48 hours you may make appointment by telephoning Yukon 0452 in San Francisco before 6 p. m. today or any time tomorrow. A further reply to your letter will be delivered by messenger or by mail."

The foregoing message did not comment on your charge of "bad faith" on the part of the operators as a result of "injecting attorneys as negotiators". Suffice it to say that we do not question your selection of bargaining representatives.

Further, in connection with your reference to a letter of March 1st declaring that you would not sail with certain doctors in 1940, we have no record of receipt of any such letter by any of the operators concerned.

From the entire record, we can draw no other conclusion than that you do not desire to consider the declaration of the canners that they "desire to operate in 1940 if the unions will agree to conditions making such operations reasonably possible." We reiterate that we are desirous of operating under fair conditions, comparable with those established in competitive and allied industries, but we are unable to operate if you will not grant to us the same conditions that you have granted to other such employers.

Despite the position taken by your organizations, however, we are still willing, as we stated in our wire to you of yesterday afternoon, to meet with you to negotiate or for any other purpose on or before Wednesday, April 10, 1940, and to consider or

(Testimony of Paul St. Sure.)

bargain concerning possible arrangements for expeditions in accordance with the sailing schedules set forth in our letter of April 3, 1940.

The decision rests with you. The introduction of false issues, such as the selection of bargaining representatives, will not shift the ultimate responsibility.

Yours truly,
ALASKA SALMON INDUSTRY, INC.
By J. PAUL ST. SURE

JPSS/OB

Q. Did you on April 9th receive a wire from Mr. Cayton, or from the Maritime Federation by Mr. Cayton, in regard to this matter?

A. I believe it was a letter. I believe on that date I received a further [128] letter from Mr. Cayton—in fact, two letters the 9th of April. One of them was specifically in reply to my letter of April 9th, which has been marked Exhibit L, wherein he reviewed the situation as the Maritime Federation saw it on that date and, also, on that date we received a letter setting forth or purporting to set forth the test of resolutions passed by District Council No. 2.

Mr. Madison: I will offer in evidence the first letter from the District Council of Maritime Federations to the Alaska Salmon Industry dated April 9th and ask that be marked Exhibit M; and I will offer a second letter dated April 9th from the same

(Testimony of Paul St. Sure.)

party to the same party purporting to contain a copy of resolutions passed by the Maritime Federation and ask that be marked Exhibit No. N.

(Received in evidence as Respondent's Exhibits No. M and No. N, respectively.)

RESPONDENT'S EXHIBIT N.

San Francisco Bay Area District Council No. 2
Maritime Federation of the Pacific
593 Market Street - San Francisco, California
DOUGLAS 0464

Cut

"An Injury to One is An Injury to All"
Union Label 173

Earl King, Honorary President
Henry Schmidt, President
Dave Thomas, Vice-President
Revels Cayton, Sec'y.-Treasurer
Trustees: C. A. Cameron, James Clayton, Patsy Ciambrelli.

April 9, 1940

Alaska Salmon Industry, Inc.,
230 California Street
San Francisco, California

Gentlemen:

This is to call your attention that in the Coordinating Committee meeting of April 9th the unions affiliated to the District Council #2 Maritime Federation of the Pacific went on record as follows:

(Testimony of Paul St. Sure.)

"That all canneries operated in 1939 under agreements with unions in the Port of San Francisco shall be operated in 1940 under agreements negotiated with the same unions."

I feel that the motion speaks for itself and that anyone acquainted with the Salmon Packing Industry is aware of its meaning and the fair purpose for which it has been made.

Very truly yours,
DISTRICT COUNCIL #2
MARITIME FEDERATION OF PACIFIC
REVELS CAYTON
Secretary

uopwa-34
c/c Alaska Salmon Company
Red Salmon Company
Alaska Packers Ass'n.

By Mr. Madison:

Q. Now, was there a further meeting held on April 9th or on April 10th?

A. On April 10th we met with the Committee of the Cannery Workers Union and, I believe, Mr. Anderson was, likewise, there. And there was a discussion concerning the memorandum agreement covering the members of the Alaska Cannery Workers Union in the event we were able to secure agreements with other unions which would

(Testimony of Paul St. Sure.)

permit us to go ahead with the Central Alaska operations. That is the proposal in view of the fact that the Cannery Workers contract was to be negotiated in Seattle the discussion was whether or not we could have a binding memorandum of some kind which would protect the operators here on the basis of agreement by the cannery workers union that they would abide by whatever agreement was negotiated in Seattle.

By Referee Roden:

Q. Wait a moment! When you speak about the Central Alaska operations, you mean?

A. Chignik and Karluk. Following a first meeting that I referred to with the representatives of the Alaska Cannery Workers Union on that day, the 10th of April, no understanding was reached as to the memorandum agreement, and a telegram was sent to the Cannery Workers Union by Mr. Anderson, a copy of which I hand you.

Mr Madison: We offer this telegram in evidence and ask that it be marked No. O.

(Received in evidence as Respondent's Exhibit O.)

RESPONDENT'S EXHIBIT O

WESTERN UNION TELEGRAM

April 10, 1940

You have previously advised us that you desire to negotiate all conditions for 1940 season through our Seattle office and that you have agreed to have

(Testimony of Paul St. Sure.)

resulting contracts apply uniformly for California, Oregon and Washington. Consequently we cannot sign memorandum with you on any other basis than one which will apply 1940 Seattle agreement to any operation we may undertake. If this is satisfactory to you such memorandum must be signed today if it is to cover Karluk with understanding any Karluk operation depends upon reaching agreements with other unions.

ALASKA SALMON INDUSTRY, INC.

J. PAUL ST. SURE

Send to Alaska Cannery Workers Union, 32 Clay St., San Francisco. George Anderson, 544 Market St., San Francisco.

Q. At that meeting on April 10th you have discussed, when did [129] it occur? The day and point of time?

A. Following the sending of this telegram the first meeting I mentioned, I believe, was during the morning. The telegram was sent during the middle of the day. And late in the day I received by messenger a written reply from Mr. Anderson, attorney for the Alaska Cannery Workers Union, Local No. 5, wherein he referred to the tel gram which I had sent saying he had not received it until he returned to his office in the afternoon at 4:15 o'clock; and wherein he stated that his union had originally suggested the memorandum because they

(Testimony of Paul St. Sure.)

felt that it would cover the operations going to Chignik and Karluk and the men would leave on the 17th of May as they had in the past, and stated that inasmuch as they had been told for the first time a few days before that the men wouldn't leave on the 17th of May they felt there was no necessity for having any memorandum agreement or any agreement. They would await the outcome of the Seattle negotiations. Following the receipt of that letter a meeting was arranged and Mr. Anderson and members of the Negotiating Committee for the Alaska Cannery Workers Union met at our office around six o'clock in the evening and we further discussed the situation at that time.

Q. Was there any statement as to what was to be contained in the memorandum?

A. Our telegram outlined the memorandum which we desired and Mr. Anderson quotes it; which is, there should be an agreement on the part of Alaska Cannery Workers, inasmuch as they had agreed there should be a uniform contract negotiated in Seattle they should agree with us if they sailed from this port for Central Alaska they would accept the terms of that negotiated agreement at Seattle which hadn't yet been completed, sort of a covering arrangement whereby both the union and ourselves would be protected upon the understanding that the Seattle 1940 terms would govern.

Q. The 17th of May? Or the 17th of that month?

(Testimony of Paul St. Sure.)

A. Well, I am not sure. Just a moment, let me check that. (Indicating) The 17th of April.

Q. You said the 17th of May. In your last question you referred to the 17th of April, the letter being dated April 10th, you are referring to the 17th of this month? (Indicating) A. Yes.

Mr. Madison: I offer this letter in evidence to be marked Exhibit P.

(Received in evidence as Respondent's Exhibit P.) [130]

RESPONDENT'S EXHIBIT P

Andersen & Resner
Attorneys at Law
544 Market Street
San Francisco
EXbrook 6146

George R. Andersen
Herbert Resner

April 10th, 1940

J. Paul St. Sure, Esq.
c/o Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California

Dear Sir:

This afternoon you sent me the following wire:

George Andersen
544 Market St SFRAN

You Have Previously Advised Us That You Desire to Negotiate All Conditions for 1940

(Testimony of Paul St. Sure.)

Season Through Our Seattle Office and That You Have Agreed to Have Resulting Contracts Apply Uniformly for California, Oregon, and Washington. Consequently We Cannot Sign Memorandum with You on Any Other Basis Than One Which Will Apply 1940 Seattle Agreement to Any Operation We May Undertake. If This Is Satisfactory to You Such Memorandum Must Be Signed Today if It Is to Cover Karluk with Understanding Any Karluk Operations Depends Upon Reaching Agreements with Other Unions

ALASKA SALMON INDUSTRY INC
J PAUL ST SURE

This wire was delivered to my office and was seen by me upon my return thereto later in the afternoon at 4:15.

When we originally suggested the possibility of a memorandum agreement, such suggestion was made upon the basis that when your vessels left on the 17th of this month that many of the members of our union would be aboard said vessel in accordance with the practices of past years.

Our reason for suggesting the memorandum agreement was to avoid any unnecessary trouble, as we felt that possibly negotiations would not be completed in Seattle in time for our members to leave on the 17th. In other words, we thought we would operate as we have in the past, and the memoran-

(Testimony of Paul St. Sure.)

dum agreement would apply to those men who would leave on the 17th of this month.

At the time of making this suggestion you, for the first time advised us that no cannery workers would be taken to Alaska until the 22nd day of May. This, of course, is an attempt by your company to deprive many of the members of our union of 35 days employment in the Alaskan territory.

Upon being advised by Mr. Moore to this effect it was mutually understood at that time to-wit: about the 5th of this month, that there was no necessity for a memorandum agreement.

Our committee, including the writer, met with you today after you suggested a memorandum agreement and we told you that in view of the fact that you did not intend to employ any of our members until May 22nd, we did not see the necessity for having a memorandum agreement in view of the fact that negotiations would probably be concluded in Seattle prior to May 22nd.

If you desire to send any of our members to Alaska on the boat leaving on the 17th of this month, we will discuss the possibility of a memorandum agreement prior to that time, otherwise, we see no necessity for committing ourselves to any agreement, memorandum or otherwise pending conclusion of negotiations at Seattle.

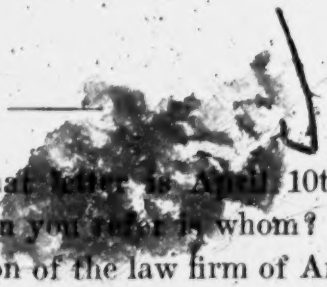
Yours very truly,

G. R. ANDERSEN

GRA*eb

(Testimony of Paul St. Sure.)

cc: Alaska Cannery Workers Union
Alaska Packers Association
Alaska Salmon Co.
Red Salmon Co.
George Woolf



Q. The date of that letter is April 10th. The Mr. Anderson to whom you refer is whom?

A. George Anderson of the law firm of Anderson and Resner.

Q. And Mr. Anderson was the attorney at these meetings acting for the Alaska Cannery Workers Union?

A. That is right.

Q. Did anything further happen?

A. Yes. During the meeting that we had on the evening of the 10th of April.

Q. That was after the letters?

A. After the letter had been received which has just been marked in evidence Mr. Anderson reiterated the matters which are stated in the letter, particularly stating that his union or the members of the union he represented, the Alaska Cannery Workers, had assumed that they were going to in the event the expeditions to Central Alaska sailed they would go on the first voyage, which in the previous year had left, I believe, on the 17th of April; and that, consequently, or had left whatever corresponding date of the first sailing that was scheduled for this year, 1940; consequently,

(Testimony of Paul St. Sure.)

his membership had felt that it was proper to consider a binding memorandum, because the time between the preparation for sailing and the first sailing was so short it would be necessary to have a memorandum agreement covering their previous agreement, to take the result of the 1940 Seattle negotiations, but that in view of the fact that it now developed it was not the intention of the packers, the Alaska Packers Association, to take the Alaska Cannery Workers on the first trip but to not take them until the second trip that they didn't think it was necessary and they shouldn't be expected to sign any memorandum agreement. They would rather sit back and wait the outcome of the negotiations in Seattle. We pointed out to them the very purpose of establishing the date before which all agreements should be negotiated was to prevent a repetition of what had occurred the previous year, which was that at the last moment the Alaska Cannery Workers had insisted upon going on the first voyage, even though there was no work for them as Cannery Workers until after the second trip to Central Alaska had been completed and that the Alaska Packers Association had consequently been required by the pressure of having the expedition tied up to take them on the first trip even though there was no work for them—but thereby the packers had been required to pay the additional salaries for the men last year, 1939, and therefore the argument that no memorandum was required didn't appeal [131] to us. That the

(Testimony of Paul St. Sure.)

very purpose of asking for the memorandum was to prevent a similar situation. And, further, it was stated by me that the understanding of Mr. Anderson that there had been no notice of the fact the men wouldn't be taken on the first trip until the 5th of April, which was the statement Mr. Anderson made, was not true.

I first pointed out to him on April 3rd in a letter which I had addressed to the various unions which was rather a long document setting forth the position of the packers we had specifically stated the men would not go on the first voyage. But long before that and on the 30th of September of the preceding year in a letter which is here, I believe our Exhibit A, Mr. Tichenor of the Alaska Packers Association had specifically told them that they would not be taken on the first voyage, and put them on notice of thaf fact so there would not be a repetition of the insistence upon their taking the additional men for an additional month, even though there was no work for them. Those matters were discussed between Mr. Anderson, the Committee, and myself and Mr. Moore on the evening of the 10th; and Mr. Anderson left saying that in any event the union was not prepared to and would not execute a memorandum of the kind that we desired, whereby they would agree to be bound by the outcome of the Seattle negotiations. That was the conclusion of the meetings on that day with the Cannery Workers Union.

(Testimony of Paul St. Sure.)

Q. When you speak about the first trip and the second trip—will you explain the operations there for the purpose of the record?

A. As indicated in the letter, I believe, of the 3rd of April, which sets forth the schedule for sailings as well as the offers to various unions to Central Alaska, the Schedule of sailings indicated that the ship which was to prepare for the Central Alaska operations would make, as was customary, two trips—the first trip taking those mechanics and other employes who were required to make preparation for the season and also supplies and materials and other equipment, making the call at various ports which were listed on the schedule which is set forth in April 3rd, and returning to San Francisco; making a second trip back to take additional men necessary to man the operations during the actual fishing season. When I say first and second trip I refer to those two trips as scheduled, as explained in the letter of April 3rd. [132]

Referee Roden: I understand your situation quite well in that respect.

By Mr. Madison:

Q. What happened next?

A. On the 11th of April, as confirmation of our position and discussions which were had on the evening of the 10th I wrote a letter to Mr. George Anderson in specific reply to his letter of the 10th, the one discussed at the meeting which intervened between my receiving his letter of the 10th and my reply to him under date of April 11th.

(Testimony of Paul St. Sure.)

Mr. Madison: I will offer this letter in evidence—Alaska Salmon Industry, dated April 11, 1940—and ask that it be marked Exhibit Q.

(Received in evidence as Respondent's Exhibit Q.)

RESPONDENT'S EXHIBIT Q

April 11, 1940

George R. Anderson, Esquire
44 Market Street
San Francisco, California

Dear Sir:

Replying to your letter delivered late Wednesday afternoon, I wish to confirm the statements made orally by me to you and your committee that evening.

First: Your statement that the Cannery Workers' Union first received notice on April 5th that its members would not be taken to Alaska until May 22nd, is incorrect. My letter of April 3rd addressed to the Union so stated, and as long ago as September of last year, the Alaska Packers Association informed the Union by letter that its members would not be taken on the Spring voyage.

Second: We have consistently requested a memorandum agreement covering possible 1940 operations, since the Union withdrew from negotiations in San Francisco and stipulated that the 1940 agreement would be negotiated in Seattle and have uniform application. You stated that you "see no

(Testimony of Paul St. Sure.)

necessity for committing yourselves to any agreement, memorandum or otherwise pending conclusion of negotiations at Seattle". You know that the sole purpose of making the Spring voyage to Chignik and Karluk is to prepare for cannery operations later in the season, and if the Cannery Workers' Union is unwilling to confirm its agreement to be bound by the Seattle negotiations we would be required to risk the loss of the outlay for this voyage and for supplies for the season without any assurance as to the intentions of the Cannery Workers' Union.

Third: As stated in the enclosed letter, the expedition to Karluk will not be undertaken. We respectfully direct your attention to the fact that unless employment agreements are reached by April 12th, the expedition to Chignik will not be undertaken.

We will be pleased to meet with you further should you desire to discuss the situation.

Yours truly,

ALASKA SALMON INDUSTRY, INC.

By J. PAUL ST. SURE.

JPSS/OB

Q. Did the unions request any meeting on April 11th?

A. There were meetings held in addition to the Cannery Workers Union. There were meetings

(Testimony of Paul St. Sure.)

held with the Cooks and Stewards. Two meetings on the 10th. Alaska Fishermen on the 10th; also, on the 9th and previous day with the Sailors' Union, the Alaska Fishermens Union; and with the Masters, Mates and Pilots on the 8th. That is, there were other meetings in progress up to the conclusion of the day, April 10th. On the 11th of April a further communication was sent by us to the unions concerned reviewing the situation as it then stood and particularly replying to the letter of Mr. Cayton which had been sent to us under date of April 9th. And the matter of this claim that an attempt was made to deprive the Cannery Workers of 35 days work in 1940 was likewise mentioned in this reply, specific reference made to the letter sent the previous September stating workers would not be employed on the earlier voyage.

Mr. Madison: I would like to have that letter introduced and marked Exhibit R. That is the letter of April 11th.

(Received in evidence as Respondent's Exhibit R)

[Printer's Note: Respondent's Exhibit R is the same as Claimant's Exhibit 11, set out at page 173 of this printed record.]

Q. Were there any further meetings on April 11th other than those two you referred to?

A. On the 11th we met with the Sailors Union of the Pacific, or its representatives, rather; and also, the Alaska Fishermen. In the letter of April 11th,

(Testimony of Paul St. Sure.)

which has just been marked in evidence, the unions were specifically advised that, although the operation which had been necessary to undertake by the 10th of April that that time had passed, there was the second of the operations [133] in Central Alaska which could be undertaken if the agreements were reached upon or before the 12th of April, that is, two days later. And again their attention was called to the fact we desired to complete agreements if it were possible to do so. There were no other meetings on that day, the 11th. And on the following day we received a reply to our letter of April 11th from their Mr. Cayton as Secretary of the District Council No. 2 outlining his view of the negotiations and stating they didn't wish to see any portion of the season lost and would like to endeavor to continue negotiations.

Q. This meeting on the 11th with the fishermen, were the wages discussed? Do you recall the terms of any proposed contract discussed at that time?

A. My recollection is there were discussions, but they related entirely to the possibility of reaching an agreement on the matter of the Central Alaska operations. We were in agreement there as to the wage structure generally, the differences being matters of conditions, some penalty clauses, and various changes in the conditions of the contract as distinguished from the questions of the wages in Central Alaska.

Q. Was there an accord reached at that time as to those conditions?

A. No, there was not.

(Testimony of Paul St. Sure.)

Q. One party taking one position and another another, unable to reach any accord?

A. That is correct.

Mr. Madison: I would like to offer at this time this letter dated April 12, 1940, San Francisco Bay Area, District Council No. 2, Maritime Federation of the Pacific, Alaska Salmon Industry, Inc., and ask that it be marked Exhibit S.

(Received in evidence as Respondent's Exhibit S.)

[Printer's Note: Respondent's Exhibit S is the same as Claimant's Exhibit No. 21 set out on page 256 of this printed record.]

Q. Did anything else occur under date of April 12th?

A. On the date of April 12th there was a brief meeting with representatives of the American Communications Association had on that day; also, I sent a telegram to Mr. Cayton replying to the conclusion in his letter of the 12th of April which had been sent to me, recalling the various proposals or notifications we had given and stating to him that we were still desirous of reaching conclusions within the limits of time that had been expressed in our letter of the 3rd of April.

Mr. Madison: I would like to offer in evidence this telegram from the Alaska Salmon Industry to Mr. Cayton dated April 12, 1940, to be marked as Exhibit T. [134]

(Received in evidence and marked as Respondent's Exhibit T.)

(Testimony of Paul St. Sure.)

RESPONDENT'S EXHIBIT T

Western Union

April 12, 1940.

Send to:
Revels Cayton Secretary
District Council #2
Maritime Federation of the Pacific
593 Market St. San Francisco

Replying to the conclusion stated in your letter delivered this afternoon and asking us to call a a meeting of all unions, we have already notified each union in writing on March 4th, March 8th, April 3rd, April 9th; and April 11th. as well as verbally on numerous other occasions of our willingness to meet. Our offers to negotiate with any or all unions or their representatives have not been modified and are still open within the time limits stated in our letter of April 3rd.

Signed Alaska Salmon Industry, Inc.
By J. PAUL ST. SURE.

By Mr. Madison:

Q. At the meeting you mentioned with the Radio Operators Union were terms and conditions of their employment discussed?

A. Yes. They had indicated by telephone originally that they were making a request.—I say originally; that was early in March—for increases in overtime and, also, extensions of their jurisdiction

(Testimony of Paul St. Sure.)

to include hand telephone sets. We had no further meetings with them, and the brief meeting that I recall on the date that I last mentioned, too, was largely a matter of reiterating their position. But there was no detailed discussion of their agreement at that time with them.

Q. Were the demands they were making satisfactory to the operators?

A. No. We had indicated to them in our letter of April 3rd the basis upon which we felt an agreement should be reached. It was on the basis of modification of the 1939 agreement; although the wage conditions were to remain the same, the modifications being primarily an attempt to exclude certain overtime penalty pay which the union required of the San Francisco operators but did not require of the Seattle operators—particularly relating to the copying of press. Their contract out of San Francisco required that overtime be paid for the copying of press dispatches, regardless of whether they were copied or received on a regular scheduled ship or not; and, likewise, required overtime payments for the making of carbon copies. We felt those provisions should be eliminated as one of the overtime features which was unduly burdensome. Otherwise, the proposal was to renew the 1939 agreement.

Q. As a result of that meeting or at any other time did you reach an accord with this union?

A. We did not.

(Testimony of Paul St. Sure.)

Q. Taking the situation generally as it existed up to and including April 12th, at that time had you, representing the three employers in question, reached any agreement with any of the unions which are being discussed here as participating under such conditions?

A. No agreement reached with any unions affiliated with the Maritime Union of the Pacific, District Council No. 2. My recollection is an agreement was reached with the Blacksmith's Union.

Q. What occurred next after this April 12th date had passed?

A. There were no meetings then with any of the unions and none requested until—that is, by the unions—until the 18th of April [135] at which time we had meetings with the Fishermens Union and with the Marine Cooks and Stewards. On that day there were separate meetings for the purpose of endeavoring to discuss or arrive at agreements covering the Bristol Bay operations of the three companies—that is, Alaska Packers, Alaska Salmon, and the Red Salmon Company. On the following day there was a brief meeting with the Cannery Workers Union for the purpose of discussing hospital and kitchen requisitions, which the Cannery Workers Union desired to have provided by the Packers; and, likewise, discussion of the proposed Manning Scales in the event an expedition was made to Bristol Bay. Also, on the 19th of April there was a further meeting with the Committee of the Fishermens Union. I believe that on the last

(Testimony of Paul St. Sure.)

meeting that I have mentioned with the Alaska Cannery Workers Union, as on the 19th of April, they requested they be officially notified of the fact that the Alaska Packers Association would not operate at Chignik and Karluk for the 1940 season; and, in consequence, a letter under date of April 22nd signed by Mr. Moore was sent to them stating that fact.

Mr. Madison: I ask that letter be marked as Exhibit of the Companies next in order, marked Exhibit U.

(Received in evidence as Respondent's Exhibit U.)

RESPONDENTS' EXHIBIT U

April 22, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

In response to your recent request, we are informing you by means of this communication that cannery operations of Alaska Packers Association at Chignik and Karluk for the 1940 season have been abandoned because of inability to reach agreement with all labor organizations involved within the time set forth in our letter of April 3rd, 1940.

Yours truly

ALASKA SALMON INDUSTRY, INC.

By Edward H. Moore

EHM/OB

(Testimony of Paul St. Sure.)

Q. What next occurred?

A. On the 22nd of April there was a meeting with the representatives of the Marine Cooks and Stewards Union. On the 23rd of April another meeting with the representatives of the Cannery Workers Union, that is, their Committee; and, at that time they met specifically with Mr. Halsey and Mr. Cook of the Red Salmon Canning Company to discuss Manning Scales and requisitions. There were also meetings on that day with representatives of the Carpenters Union and their Committee, I believe. That is all that occurred so far as union negotiations on the 23rd.

Q. These meetings—when you refer to these other unions, do I understand that at each of these meetings the terms and conditions of offers or possibly counter offers as set forth in that letter of April 3rd were discussed?

A. They were. That is, not the offers set forth in the letter of April 3rd, necessarily, but those offers and the proposals where they were relevant to Bristol Bay were discussed. And in connection with the offers which were limited to the Central Alaska operations in the letter of April 3rd. Any other conditions or differences that were proposed by the unions were discussed in these [136] meetings I am referring to after the 10th of April. That is, up to the 10th or 12th of April discussions related to Central Alaska, Chignik, and Karluk, and after that any meetings refer to Bristol Bay possible operations.

(Testimony of Paul St. Sure.)

Q. What occurred next?

A. On the 24th of April there was a meeting with the Sailors Union of the Pacific; and, I think, it should be mentioned in connection with meetings with the Sailors Union there had been a number prior to this time and among other difficulties that we were experiencing was that the Sailors Union of the Pacific made specific claim to certain jurisdiction over work which theretofore had been claimed by and manned by the Fishermens Union. And all during these discussions as to Central Alaska as well as the discussions which followed through the Bristol Bay negotiations the Fishermens Union took the position it would not give up its jurisdictional claim over dock watchmen and beach bosses and various others, some of whom were claimed by the Sailors Union of the Pacific. The Sailors Union, particularly, claimed the right to supply dock watchmen and, likewise, claimed the right to perform all service aboard ships to the exclusion of the fishermen who previously had performed that work. So, there was that complication running through the negotiations as well, which was not finally adjusted even up to the time of the May 3rd date when the expeditions finally were abandoned.

Q. Now, in that connection, the Sailors Union of the Pacific, are they a member of the Maritime Federation?

A. No, they are affiliated with the American Federation of Labor.

(Testimony of Paul St. Sure.)

Q. The Fishermen affiliated entirely with the C. I. O.?

A. No, I believe not entirely, but I would say it this way. The American Federation of Labor Sailors Union is not affiliated with the American Federation of the Pacific. The American Federation of the Pacific is primarily, in this District at least, C. I. O. But I believe some of these unions which are affiliated of the Council here are still affiliated with the American Federation.

Mr. Resner: Fishermens Local No. 68 and the Firemen have A. F. of L. All the rest are C. I. O.

A. (By Mr. St. Sure) There is no particularly harmonious relationship between the Sailors Union of the Pacific—at least so far as these negotiations were concerned—and District Council unions of the C. I. O., or Maritime Federation, rather. [137]

Mr. Resner: Let me interpose an objection at this time. As I see it, this has nothing to do with the claim of these Claimants with regard to unemployment compensation. I don't think it is an issue in the case at all.

Referee Roden: I agree with you.

A. (Mr. St. Sure) Simply because of the position taken by the Maritime Federation unions it was all or not on the basis of the agreements; and we had this difficulty, through the basis of the claim presented by the Sailors Union. But it did involve the entire picture. That is the only reason I mentioned it.

(Testimony of Paul St. Sure,)

By Mr. Madison:

Furthermore, it does seem to have some bearing upon the question of whether these negotiations were being conducted in good faith. It shows the entire situation. What happened next?

A. On the 25th of April there was a further meeting of the Fishermens Union to discuss possible Bristol Bay operations; and on the following day a letter was sent to the unions concerned under date of April 26th pointing out the period that had elapsed since the last communication—pointing out the meetings which had been had. Particularly, stating that the the Alaska Salmon Company would not undertake to operate at Bristol Bay in 1940, we having just before that time been so advised by Mr. Fleager of the Alaska Salmon Company. And, again, in this letter we requested that the unions communicate with us and endeavor, if possible to do so, to reach agreements for operations at Bristol Bay by the Alaska Packers Association and Red Salmon Company, and those agreements to be reached before the 3rd of May if it were possible to do so because that was the last date upon which we could safely make preparations for the expedition.

Mr. Madison: This letter has already been introduced and marked Exhibit 6. And, if it hasn't been introduced in full, I would like to move at this time that the entire letter be deemed as part of the record. If it is necessary to give it a number as an entirety, I would ask that it be given, let us say, double-U (UU). I think it is already in.

(Testimony of Paul St. Sure.)

Mr. Resner: I have no objection to any of these letters going in as part of this whole picture.

Mr. Madison: I know. I think in some of the early part. (Indicating) Mark it next in order.

(Received in evidence as Respondent's Exhibit V.) [138]

RESPONDENT'S EXHIBIT V

Alaska Salmon Industry, Inc.,
230 California Street
San Francisco, California
Telephone YUkon 0452

April 26, 1940.

To The Unions Concerned:

On April 16th we sent a letter to each union representing workers concerned with the Bristol Bay fishing and cannery operations out of San Francisco for the 1940 season calling attention to the fact that it would be necessary to complete all working agreements or preparations if any expeditions were made, and pointing out that unless such agreements were reached with all unions within a reasonable time before the last safe date for sailing, the expeditions would not be undertaken. We requested immediate negotiation meetings in order that progress might be made.

During the ten day period that has intervened we have held numerous meetings with union representatives and have received proposals from each union, the last one being received today from the

(Testimony of Paul St. Sure.)

East Bay Union of Machinists. Such time as has not been occupied in meeting with union representatives has been spent by us in analyzing the union proposals and in preparing counter proposals in those instances where the union demands were not acceptable. These counter proposals have been communicated to a majority of the unions already and the remainder will receive them in written form immediately.

We do not believe it is necessary to repeat the statements made in our previous communications concerning the importance of time factor in connection with concluding these agreements. We do believe it essential, however, however, to inform you of the exact status of the operators we represent and what operations they intend to undertake if satisfactory agreements can still be reached. Consequently, we have to advise you as follows:

Alaska Salmon Company will not undertake any expeditions out of San Francisco to Bristol Bay in 1940.

Alaska Packers Association and Red Salmon Canning Co. desire to send expeditions and to operate at Bristol Bay during the 1940 season, but cannot and will not undertake to do so unless mutually satisfactory working agreements are reached with all unions on or before midnight of Friday, May 3rd, 1940.

In addition to this general letter which is being sent to all unions concerned, individual communica-

(Testimony of Paul St. Sure.)

tions are being forwarded to those organizations which have not yet discussed with us their proposals or our counter proposals, advising them of our desire to meet with them immediately. We will appreciate your communicating with us at once concerning further negotiations to the end that agreements may be completed, if it is possible to accomplish this before midnight on the 3rd of May, 1940. In this connection we must reiterate that all agreements must be completed before that time, otherwise the expeditions referred to will not be undertaken.

Yours truly,

ALASKA SALMON INDUSTRY, INC.

By J. Paul St. Sure

JPSS/OB

By Mr. Madison:

Q. On April 27th did anything occur?

A. On the 27th a letter was addressed to the Alaska Cannery Workers Union by the Alaska Salmon Industry, Inc., signed by Mr. Moore, stating in view of the fact that the negotiations for a contract with the Alaska Cannery Workers was being negotiated in Seattle to cover the Bristol Bay operations that we would appreciate their communicating with us.—That is, the Local Committee—for the purpose of endeavoring to execute a memorandum agreement covering the Bristol Bay operations of the same type of agreements we had endeavored to secure covering the Central Alaska operations.

(Testimony of Paul St. Sure.)

Mr. Madison: I ask that letter dated April 27th be marked as Exhibit W.

(Received in evidence as Respondent's Exhibit W.)

RESPONDENT'S EXHIBIT "W"

April 27, 1940

Alaska Cannery Workers Union
32 Clay Street
San Francisco, California

Gentlemen:

In view of the fact that negotiations between your organization and the Bristol Bay salmon packers operating out of San Francisco are being conducted through the Seattle office of Alaska Salmon Industry, Inc., we desire to discuss with your representatives as soon as possible the matter of a memorandum adopting the 1940 Seattle contract to whatever expeditions may be undertaken from San Francisco.

As our previous correspondence has indicated, it will be necessary that such a memorandum be executed not later than Friday, May 3, 1940, or it will be impossible to continue further with plans for Bristol Bay operations. We would therefore appreciate hearing from you at your earliest convenience in order that an appointment may be made to discuss this matter.

Yours truly
ALASKA SALMON INDUSTRY, INC.
By Edward H. Moore

EHM/OB

(Testimony of Paul St. Sure.)

Q. Now, did you on the same day send a wire to Mr. Cayton?

A. I did, on the 27th of April, a telegram addressed to Mr. Cayton requesting he communicate with us and give us such assistance he could to endeavor to work out agreements with the various unions with which he was acting as Coordinator.

Q. During the days we have been discussing was there any meetings with any of these unions? That is to say, the 26th, 27th, and 28th?

A. There were no meetings on the 26th, 27th, the 28th was Sunday. There was no meeting until the 29th. On the same day, the 27th of April, in response to the telegram I gave you a moment ago that I sent to Mr. Cayton I received a reply from Mr. Cayton saying he was only too happily to assist in reaching agreements, and so forth.

Mr. Madison: I would ask the telegram from Mr. St. Sure to Mr. Cayton, dated April 27th, be marked as Exhibit X.

(Received in evidence as Respondent's Exhibit X.)

RESPONDENT'S EXHIBIT X

Western Union Telegram

April 27, 1940

Revels Cayton, Secretary
Maritime Federation of the Pacific
593 Market Street
San Francisco, California

San Francisco Alaska operators advise us all con-

(Testimony of Paul St. Sure.)

tracts must be completed by midnight Friday May 3, or no expeditions will be undertaken. In view of considerable differences your offers to aid in negotiations if delays or disagreements threaten to prevent satisfactory agreements request you assist, if possible in securing adjustment of differences. Will appreciate discussing situation with you at your convenience.

Alaska Salmon Industry, Inc.
J. Paul St. Sure

And that the answer to the wire, Mr. Cayton sent to Mr. St. Sure, be marked as Y.

(Received in evidence as Respondent's Exhibit Y.)

RESPONDENT'S EXHIBIT Y

Postal Telegraph

1940 Apr 27 PM 1 55

MK50 28 DL 4 Extra—MK 27 148P

Paul St Sure—

Alaska Salmon Industries Inc

230 California St

San Francisco Calif—

Only too glad to assist in any way possible in

(Testimony of Paul St. Sure.)

arriving at agreements with Federation Unions and will contact you Monday for definite appointments—

Revels Cayton
District Council #2
Maritime Federation.

#2 also Revels Cayton.

Received April 29, 1940, 9 AM.

[Stamped] 1940 Apr 27 PM 4 28

Q. The 29th of April what occurred?

A. There were no meetings on that day, My recollection is Mr. Cayton communicated with me and stated he was busy with other matters or meetings on that day, and we did make an appointment to meet the following morning. And on the morning of the 30th Mr. Cayton met with me and Mr. Moore and we discussed the situation, discussed in detail, as I recall, the various [139] contracts, the condition of negotiation of the various contracts, and the difficulties we were encountering. And I remember discussing at considerable length with him the matter of the demands of the Marine Cooks and Stewards and our counter proposals to them and difficulties we were having in endeavoring to reach some agreement with the Marine Cooks and Stewards; also, discussed the situation with relation to the Fishermens Union, and Mr. Cayton discussed, likewise, with me the matter of the method of negotiation in that we had

(Testimony of Paul St. Sure.)

found it necessary, as we had stated in our letters, to endeavor to arrive to agreements prior to the time of investing considerable sums of money in equipment because of past experience whereby at the last minute individual unions, even though they only involved the employment of a few men, had been able to hold up the entire expedition by making last minute demands. My recollection at that time is Mr. Cayton expressed to me the statement it was his belief that he didn't blame us for attempting to negotiate upon that basis. That he understood what the purpose was of the attempted method of negotiation. I believe we discussed, particularly, the fact in the previous year the American Communications Association, one of the few or, rather, one of the unions he referred to as having but a few members, had, in fact, despite the lack of proportion to the total number of employes, succeeded in holding up the expedition the previous year until they were late in getting away and the demands had to be commanded by reason of that demand at the last moment. Mr. Cayton remained then and we had a meeting with the Union, Fishermens Union, and went over in considerable detail the various matters as to conditions and otherwise we had with the Fishermens Union in connection with the Bristol Bay operations at that time. A proposal had been made for reduction of the fish price and the fishermen indicated that this time and previously they felt the cut was too drastic. We discussed with them the fact one reason why the reduction had been made in addition to the attempt

(Testimony of Paul St. Sure.)

to reduce the Maritime Marine Cooks and Stewards compensation by getting rid of the overtime was that the Fishermens Union did secure the major portion both in units as well as in total amount of the labor revenue which was paid out in the Alaska expeditions; and in addition to that that the Fishermens Union granted through its Seattle Local conditions to the Seattle Operators which were not granted to the San Francisco Operators; and this, that the Fishermens Union supplied through Seattle [140] many of the employes in the culinary departments of the work there while that same work was granted by the unions here, or claimed here—and successfully claimed by the Marine Cooks and Stewards under conditions which were so much more drastic than those the Fishermens Union granted in Seattle that the net result was our operating cost by reason of the combination of the Fishermens Union and Marine Cooks and Stewards for the same work the Fishermen did alone in Seattle were far ahead of those in Seattle. We discussed for a couple of hours the contract that had been submitted or counter proposal by the Packers for the Bristol Bay operation at that time. Later in the day we had a further meeting with the Marine Cooks and Stewards. And there was a meeting scheduled with the Cannery Workers Union, but that did not occur. That is on the 30th of April.

Q. At these various discussions you had with the Union at this time and other times did you ever have the argument presented to you by the unions that no condition of the coming season could be less favor-

(Testimony of Paul St. Sure.)

able to the union that conditions of last season because their theory and practice was never to give up anything once gained?

A. That argument was advanced in many of the negotiations. I remember particularly one of the meetings that occurred about this time when I expressed the view or the fact it was essential or at least the Canners believed it was to prevent a loss or continuing loss in their operations—and a portion of the loss was a direct result of what we felt were unusually and non-competitively high labor costs. One of the union representatives, I believe it was Mr. Cobb of the Marine Cooks and Stewards, said that it was one thing for us not to operate at a loss, but they didn't want to, either. And for them to take a loss meant if they gave up any conditions they had already secured that, in effect, was operating at a loss. And, so far as they were concerned, the position was taken by the union they woulld not, could not, and should not, in fact, be asked to even consider reductions below the previous season's conditions.

There were, however, statements made by some of the unions in criticizing the conditions that had been secured by other unions; in other words, many of the unions we dealt with were perfectly willing to agree the other fellow had gotten more than the traffic could bear, but they would not admit their own union had secured any such condition.

Q. That is to say, the position they would take nothing less than they had before. Does that posi-

(Testimony of Paul St. Sure.)

tion apply to the position taken by the Alaska Cannery Workers?

A. So far as the actual negotiations with the Alaska Cannery Workers were concerned, the discussion of actual wages and conditions were being carried on, we assumed, at Seattle; and it wasn't until the last day or two when we came to the final attempt to secure a memorandum from them that they did express at that time a refusal to take anything which would go below the 1939 San Francisco conditions.

Q. And the same thing is true with the Fishermen, so far as their being unwilling to take anything less than 1939? A. That is correct.

Q. Did the Union write to you on April 29th a letter signed Mr. Whaley, one of the witnesses here?

A. That is correct—a letter on the 29th stating they were ready to discuss Manning Scales and Personnel general improvements.

Mr. Madison: I will introduce theis letter and ask that it be marked Exhibit Z. I don't think I offered that "Z", and I will make a formal offer for the purpose of the record.

(Received in evidence as Respondent's Exhibit Z.)

(Testimony of Paul St. Sure.)

RESPONDENT'S EXHIBIT Z

Alaska Cannery Workers Union
Local No. 5, C. I. O.
George Woolf, President
Karl G. Yoneda, Vice-President
Raymond Aguirre, Secretary
32 Clay Street
San Francisco
Phone EXbrook 4871

Affiliated to
United Cannery, Agricultural Packing & Allied Workers of America
Committee for Industrial Organization
Maritime Federation of the Pacific
San Francisco District Industrial Union Council
International Labor Defense of the United States

April 29, 1940

Alaska Salmon Industry, Inc.
230 California Street
San Francisco, California

Gentlemen:

In answer to your communication of April 27th we wish to inform you that we are ready and willing to negotiate personnel and general improve-

(Testimony of Paul St. Sure.)

ments, at your convenience, for any and all Bristol Bay canneries that you choose to operate.

Yours very truly,

ALASKA CANNERY WORKERS UNION No. 5

[Seal]

M. WHALEY, per JBW.

M. Whaley, Chairman
Negotiating Committee

MW:D
uopwa—34

Received 4.05 P.M. April 29, 1940 Messenger Boy.

Eat More Canned Salmon—Packed Under Union Conditions
Union Label 65

Mr. Resner: Those wires are X and Y, are they not? (Indicating)

Mr. Madison: Yes. That is right.

Then, may I ask the letter from Mr. Whaley dated April 29th be marked Exhibit Z.

By Mr. Madison:

Q. Now, on April 30th did you send a letter to the unions Mr. St. Sure, summarizing the negotiations at that time? A. I did.

Q. You have described, have you, the meetings held on April 30th, already? A. Yes, sir.

Q. There were no other meetings than those you spoke of? A. That is all.

(Testimony of Paul St. Sure.)

Mr. Madison: I offer in evidence to be marked Exhibit AA letter from Mr. St. Sure to the Union dated April 30, 1940.

(Received in evidence as Respondent's Exhibit AA.)

RESPONDENT'S EXHIBIT AA

Alaska Salmon Industry, Inc.
230 California Street
Telephone YUkon 0452
San Francisco, California

April 30, 1940.

To The Unions Concerned:

On several occasions during the course of the current negotiations for working agreements in connection with proposed 1940 Alaska Salmon Cannery operations out of San Francisco, the charge has been made by Union spokesmen that the employers were not acting in good faith. This charge we have denied, both publicly and during negotiation meetings, only to be met with the further charge that we were issuing "ultimatums" and not making an effort to reach an accord.

In reply to these accusations and to evidence the true position of the operators, the following factual record of our dealings is submitted:

On March 6, 1940 all unions concerned with employment during the 1940 Alaska season were advised of our desire to negotiate working agreements.

(Testimony of Paul St. Sure.)

Our letters of March 8th, April 3rd, April 9th and April 11th, copies of which were sent to the Unions concerned, outline the course of negotiations in connection with the Central Alaska expeditions.

Expeditions to Central Alaska were abandoned because the two local lodges of the Machinists' Union refused to meet until disputed claims for prior years had been paid; the Alaska Cannery Workers Union declined to execute a memorandum agreement prior to the time set for the sailing of the preliminary expedition; and all other unions except the Master, Mates and Pilots and the Brotherhood of Blacksmiths rejected the proposals made in our letter of April 3rd.

On April 16th, following the abandonment of the Central Alaska expeditions, a further letter was sent advising all unions of the necessity of completing all negotiations before any preparations would be made to sail to Bristol Bay. This letter again stated our desire to operate, if satisfactory agreements could be reached, and requested immediate negotiations.

Following the sending of our letter of April 16th we met with representatives of the following unions:

1. Alaska Fisheremen's Union, on April 18, April 19 and April 25.
2. Marine Cooks and Stewards, on April 18 and April 22.
3. Alaska Cannery Workers Union, on April 19 and April 23.
4. Brotherhood of Carpenters, on April 23.

(Testimony of Paul St. Sure.)

5. Sailors Union of the Pacific on April 24.

Prior to April 16th, written proposals had been received from all other unions except the Machinists, but no meetings for purposes of negotiation were held with these unions after April 16, nor have any been held up to date, despite our repeated requests for such meetings.

Because of the approach of the opening date of the fishing season, and the necessity for purchasing supplies and making other preparations, a further letter was sent to each union on April 26th stating that all agreements had to be completed by midnight of May 3rd or the expeditions could not be undertaken. On the morning of April 26th the East Bay Machinists finally sent a written proposal to our office. By April 27th we had forwarded written counter proposals to all unions except the machinists and the radio electricians (A.C.A.), and those proposals were forwarded yesterday.

As of today, the situation relative to negotiations is as follows:-

1. The Brotherhood of Carpenters have rejected our offer to renew their contract which was in force last season.

2. The Marine Firemen have rejected our proposal to continue base wages and substantially the same basic conditions contained in last season's agreement, although the wages offered exceed those in effect under current agreements between the same union and other ship owners on the Pacific Coast.

(Testimony of Paul St. Sure.)

3. The Sailors Union of the Pacific have rejected our offer to renew their 1939 agreement, with minor changes not affecting wages, although the wages offered exceed those accepted by the same union from other ship owners on the Pacific Coast within the past few days.

4. The Brotherhood of Blacksmiths have accepted our offer to renew their contract which was in force last season.

5. The Alaska Fishermen's Union has scheduled further meetings with us to discuss our counter proposal which contains a reduction in the price for fish cought at Bristol Bay and other changes.

6. The Marine Cooks and Stewards have scheduled further meetings to discuss our counter proposal which contains reductions in overtime and penalty payments, but which offers to continue basic wages in excess of those accepted by the same union from other ship owners on the Pacific Coast.

7. The Machinists Union has not replied to our counter proposal which offers the same conditions as those already approved by the same union for operations out of Seattle in 1940.

8. The Masters, Mates and Pilots have scheduled further meetings to discuss with us our counter proposals which offer the same basic wages as 1939, with certain modifications as to working conditions.

9. The American Communications Association has not replied to our counter proposal which offers the same wages and conditions as those approved

(Testimony of Paul St. Sure.)

by the same union for work out of Seattle in 1939, and which exceed those now being asked of other ship owners on the Pacific Coast by the same union.

10. The Marine Engineers Beneficial Association has not replied to our counter proposal which offers to continue 1939 basic wages, which wages exceed those now approved, by the same union under existing agreements with other ship owners on the Pacific Coast.

11. The Alaska Cannery Workers have agreed to negotiate at Seattle on an industry-wide basis and have scheduled further meetings to discuss with us a memorandum agreement to cover such negotiations.

The counter proposals which we have submitted to each union are in accord with our policy as stated in our letter of March 3rd as follows:

> "Each union thus far contacted has been advised by the operators representatives that operating costs under union contracts have mounted to such an extent that no further increase can be granted and further, that certain conditions, particularly those involving overtime claims of certain unions must be corrected if the industry is to be enabled to continue in business."

In that same letter, the following statement was made also, and it applies to the employer's proposals for Bristol Bay operations:

> "The operators desire to emphasize that they

(Testimony of Paul St. Sure.)

(the proposals made by the operators) are in all instances equal to or in excess of conditions already established and approved by the unions concerned in their dealings with other industries and in dealings with competing operators in the same and allied industries. The salmon canners do not believe they should be required to make further concessions which will cause their operations to be actually and competitively impossible without continuing heavy losses."

We reiterate that the offers we have made, both as to contract conditions and for continuation of negotiations, are in good faith and in a sincere desire to reach agreements before the date when abandonment of preparation must occur. If operations at Bristol Bay are to be undertaken, all unions concerned must be willing to attempt to conclude negotiations in equal good faith and with the utmost haste.

We sincerely direct your attention once again to our letter of April 26th setting forth the date which controls these negotiations.

Yours truly,

ALASKA SALMON INDUSTRY, INC.

By J. PAUL ST. SURE

JPSS:EG

(Testimony of Paul St. Sure.)

By Mr. Madison:

Q. What occurred on May 1st?

A. On the 1st of May there was a meeting of the Cannery Workers Union Committee—Mr. Whaley was present, I believe. Mr. Anderson, was there, also—at which there were discussions concerning the matters referred to in the letter of April 30th. [142] I will have to change that. My recollection is wrong. That meeting was held in connection with a memorandum covering the Bristol Bay operation. But at that time we asked the union to agree to a memorandum which would provide that in the event that no agreement were reached at Seattle covering the Cannery Workers operation or working conditions that the 1939 Seattle agreement would be the basis for compensation and for working conditions. At that time the union insisted that the 1939 San Francisco conditions be the ones which would be the basis upon which to fall back in the event there was no 1940 Seattle agreement reached. At the same time we requested or suggested that a local agreement covering Daily men, who had always been separately dealt for the in San Francisco, be worked out inasmuch as there was some question as to whether or not Seattle would negotiate a contract or memorandum covering Daily men. Again the question of differences in jurisdiction affected us in that in Seattle the Daily men were not members in the same union in all instances as they were in San Francisco. Those discussions lasted for an hour or better during the morning of the 1st of

(Testimony of Paul St. Sure.)

May. Then, there were further meetings in May. A meeting was had with the representatives of the Machinists Union during the afternoon of that day.

Q. May 1st?

A. May 1st, yes, I would like to state about this time or a day or two before this time written counter proposals were prepared and submitted by the Alaska Salmon Industry, Inc., to each of the unions with whom we had been dealing or attempting to deal over this period. And I have here copies of the counter proposals which were forwarded to each of the unions as a basis for discussion in an effort to summarize the previous negotiations that we had had and to, likewise, constitute a counter proposal upon which the unions could act in advance of the deadline, so-called, that had been set for the 3rd of May. These agreements or counter proposals, rather, were specifically addressed to the American Communications Association, Carpenters Union, the Firemen, Engineers, Marine Cooks and Stewards, Sailors Union, Machinists Union—that is, the two unions concerned. The Fishermen's Union; the Masters, Mates, and Pilots; Cannery Workers Union not being included because of the fact the specific negotiations on wage conditions were being conducted in Seattle.

(Remarks were made off the record.)

Mr. Madison: May I ask for a recess for about two minutes? [143]

(Testimony of Paul St. Sure.)

Mr. Resner: I will be willing to stipulate with this proviso, the claims of all the Claimants together with the names of the 1939 personnel of Alaska Salmon be copied into the record—all other exhibits not to be copied into the record.

Mr. Madison: In other words, you stipulate as I have said with the exception of Exhibit marked No. 14. Is that correct

Mr. Resner: No. 14 and No. 5.

Referee Roden: What is No. 5?

Mr. Resner: No. 5 is the letter from Mr. Anderson to the Alaska Unemployment Compensation Commission regarding the claim of Frank L. Aragon together with a list of all the other claimants that we have at this time, a list of as having made claims. No. 14 is the personnel for the 1939 season of the Alaska Salmon Company. And these two we want copied into the record. The others it is not necessary.

By Mr. Madison:

Q. Do In understand that these proposals which you have just referred to were given to the unions referred to in these proposals?

A. That is correct.

Mr. Madison: I will ask that group of proposals be marked as Canners Exhibit BB.

(Received in evidence as Respondent's Exhibit BB.)